

EXHIBIT G

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TRI-STATE DISPOSAL, INC., an)	
Illinois corporation,)	
)	
Plaintiff,)	No. 1:18-cv-02138
)	
-vs-)	Judge Sara L. Ellis
)	
THE VILLAGE OF RIVERDALE, a)	Magistrate Judge
municipal corporation;)	Mary M. Rowland
LAWRENCE L. JACKSON, Mayor of)	
the Village of Riverdale,)	
)	
Defendants.)	

The deposition of JEFF GERMANY, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before STACEY L. PARR, Certified Shorthand Reporter of the State of Illinois, at 11950 South Harlem Avenue, Suite 102, Palos Heights, Illinois, commencing at 2:00 p.m., on March 3, 2020.

Jeff Germany

March 3, 2020

<p style="text-align: right;">2</p> <p>1 PRESENT:</p> <p>2</p> <p>3 LAROSE & BOSCO by</p> <p>4 MR. MARK A. LAROSE</p> <p>5 MS. MARISSA R. ALASKA</p> <p>6 200 North LaSalle Street</p> <p>7 Suite 2810</p> <p>8 Chicago, Illinois 60601</p> <p>9 (312) 642-4414</p> <p>10 mlarose@laroseboscolaw.com</p> <p>11 m.alaska@laroseboscolaw.com</p> <p>12</p> <p>13 on behalf of the Plaintiff;</p> <p>14</p> <p>15 MONTANA & WELCH by</p> <p>16 MS. ERIN BLAKE</p> <p>17 11950 South Harlem Avenue</p> <p>18 Suite 102</p> <p>19 Palos Heights, Illinois 60463</p> <p>20 (708) 448-7005</p> <p>21 eblake@montanawelch.com</p> <p>22</p> <p>23 on behalf of the Defendants.</p> <p>24 Also present: Sheryl Germany</p>	<p style="text-align: right;">4</p> <p>1 JEFF GERMANY,</p> <p>2 called as a witness herein, having been first duly</p> <p>3 sworn, was examined upon oral interrogatories and</p> <p>4 testified as follows:</p> <p>5 EXAMINATION</p> <p>6 BY MS. BLAKE:</p> <p>7 Q Could you please state and spell your name</p> <p>8 for the court reporter?</p> <p>9 A Jeff Germany. J-e-f-f, G-e-r-m-a-n-y.</p> <p>10 MS. BLAKE: All right. Mr. Germany, my name</p> <p>11 is Erin Blake. I'm an attorney for the Village of</p> <p>12 Riverdale. I'm here today to ask you questions</p> <p>13 regarding the lawsuit filed by Tri-State against the</p> <p>14 Village.</p> <p>15 BY MS. BLAKE:</p> <p>16 Q Have you ever been deposed before?</p> <p>17 A No.</p> <p>18 Q Okay. So I'm going to briefly go over some</p> <p>19 ground rules. First is keep all of your answers out</p> <p>20 loud and verbal, so that the court reporter can take</p> <p>21 down everything that's being said. She can't take</p> <p>22 down when you nod or point your fingers, things like</p> <p>23 that. Okay?</p> <p>24 A Yes.</p>
<p style="text-align: right;">3</p> <p>1 DEPOSITION OF</p> <p>2 JEFF GERMANY</p> <p>3 taken March 3, 2020</p> <p>4</p> <p>5 EXAMINATION BY PAGE</p> <p>6 Ms. Blake: 4, 93</p> <p>7 Mr. LaRose 81</p> <p>8</p> <p>9 * * * * *</p> <p>10</p> <p>11 EXHIBITS</p> <p>12 (Attached) PAGE</p> <p>13 J. Germany Exhibit G 84</p> <p>14 J. Germany Exhibit H 87</p> <p>15 J. Germany Exhibit I 87</p> <p>16</p> <p>17 * * * * *</p> <p>18</p> <p>19 CERTIFIED QUESTIONS</p> <p>20</p> <p>21 Page 6, line 8</p> <p>22 (What's your address?)</p> <p>23 Page 7, lines 5-6</p> <p>24 (What's your cell phone number and current carrier?)</p>	<p style="text-align: right;">5</p> <p>1 Q All right. Also, I ask for us to try not to</p> <p>2 talk over each other, which is hard to do, but let me</p> <p>3 finish my question before you begin your answer.</p> <p>4 I'll let you finish your answer before I begin my</p> <p>5 question. Okay?</p> <p>6 A Yes.</p> <p>7 Q Most importantly, if you answer one of my</p> <p>8 questions, I'll assume you understood what I asked</p> <p>9 you. So if at any time you don't understand what I'm</p> <p>10 asking you, just let me know. Okay?</p> <p>11 A Yes.</p> <p>12 Q And then, finally, you can take a break at</p> <p>13 any time, just let me know you need a break.</p> <p>14 What's your date of birth?</p> <p>15 MR. LAROSE: As long as there's not a</p> <p>16 question pending.</p> <p>17 MS. BLAKE: Correct. Thank you.</p> <p>18 MR. LAROSE: You're welcome.</p> <p>19 BY MS. BLAKE:</p> <p>20 Q What's your date of birth?</p> <p>21 A 3-10-81.</p> <p>22 Q Are you married?</p> <p>23 A Yes.</p> <p>24 Q What's your wife's name?</p>

Pages 2 to 5

Jeff Germany

March 3, 2020

<p style="text-align: right;">6</p> <p>1 A Erica. E-r-i-c-a.</p> <p>2 Q Do you have children?</p> <p>3 A Yes.</p> <p>4 Q How many?</p> <p>5 A Two.</p> <p>6 Q Their names?</p> <p>7 A Owen and Ellie.</p> <p>8 Q What's your address?</p> <p>9 MR. LAROSE: We're not going to do that.</p> <p>10 The same reason as before. I told -- we didn't give</p> <p>11 her your mom's home address, even though they could</p> <p>12 probably find it on Google, because of this Bracken</p> <p>13 calling me in the middle of the night. Your mom will</p> <p>14 say it was only 9:30, but for me that's the middle of</p> <p>15 the night. So we're not going to do that.</p> <p>16 BY MS. BLAKE:</p> <p>17 Q Okay. And you're going to follow your</p> <p>18 attorney's advice?</p> <p>19 A Yes.</p> <p>20 MR. LAROSE: I promise you, for the record,</p> <p>21 you can get a hold of them through me or at</p> <p>22 Tri-State. Okay?</p> <p>23 MS. BLAKE: Okay.</p> <p>24 Just certify it for the record.</p>	<p style="text-align: right;">8</p> <p>1 Q Did you go right from high school to Moraine</p> <p>2 or did you take some time off?</p> <p>3 A No, I went straight through.</p> <p>4 Q Do you belong to social media sites?</p> <p>5 A Yes.</p> <p>6 Q Which ones?</p> <p>7 A There's probably some that I don't even</p> <p>8 remember that I'm part of.</p> <p>9 Q Myspace?</p> <p>10 A Well, back in the '90s or when we were all</p> <p>11 kids, yes, that was one. Facebook, of course, and</p> <p>12 anything probably associated with Facebook.</p> <p>13 Q I don't know what that is.</p> <p>14 A Instagram, because they all feed into each</p> <p>15 other. That's about it that I can...</p> <p>16 Q Okay. Have you ever posted on social media</p> <p>17 sites regarding this lawsuit?</p> <p>18 A No.</p> <p>19 Q Have you ever posted on social media sites</p> <p>20 regarding your disagreements with the Village of</p> <p>21 Riverdale's Mayor Jackson?</p> <p>22 A Not that I recall.</p> <p>23 Q Have you ever posted on social media sites</p> <p>24 regarding your problems with the Village of Riverdale</p>
<p style="text-align: right;">7</p> <p>1 BY MS. BLAKE:</p> <p>2 Q Did you live at the same address in November</p> <p>3 or December of 2017 that you live in now?</p> <p>4 A Yes.</p> <p>5 Q What's your cell phone number and current</p> <p>6 carrier?</p> <p>7 MR. LAROSE: Not giving it to you. Same</p> <p>8 reason.</p> <p>9 BY MS. BLAKE:</p> <p>10 Q Are you going to follow your attorney's</p> <p>11 advice?</p> <p>12 A Yes, yes.</p> <p>13 MS. BLAKE: Certify it.</p> <p>14 BY MS. BLAKE:</p> <p>15 Q Was it the same cell phone number and carrier</p> <p>16 in 2017?</p> <p>17 A Yes.</p> <p>18 Q What's your highest level of education?</p> <p>19 A Associate's in business.</p> <p>20 Q From where?</p> <p>21 A Moraine.</p> <p>22 Q What year did you obtain the associate's</p> <p>23 degree?</p> <p>24 A I don't recall.</p>	<p style="text-align: right;">9</p> <p>1 in general?</p> <p>2 A Not that I recall.</p> <p>3 Q How would I find you on Facebook?</p> <p>4 A Probably not because I'm private.</p> <p>5 Q What's your name on Facebook?</p> <p>6 A My given name, Jeff Germany.</p> <p>7 Q Have you ever been a plaintiff in another</p> <p>8 lawsuit?</p> <p>9 A No.</p> <p>10 Q Have you ever been named as a defendant in a</p> <p>11 lawsuit personally?</p> <p>12 A Not that I recall.</p> <p>13 Q Has Tri-State ever been named as a defendant</p> <p>14 in a lawsuit?</p> <p>15 A Not that I recall.</p> <p>16 Q Do you have any felony convictions?</p> <p>17 MR. LAROSE: Not yet.</p> <p>18 THE WITNESS: No, not at this moment.</p> <p>19 BY MS. BLAKE:</p> <p>20 Q Any misdemeanor convictions?</p> <p>21 A No, not that -- no.</p> <p>22 Q Ever convicted of a crime of dishonesty?</p> <p>23 A No.</p> <p>24 Q What did you do in preparation for your</p>

Pages 6 to 9

Jeff Germany

March 3, 2020

<p style="text-align: right;">10</p> <p>1 deposition today?</p> <p>2 A I met with Mark and Marissa yesterday and I</p> <p>3 went over some documents.</p> <p>4 Q What documents did you look at?</p> <p>5 A I know for a fact we went over the First</p> <p>6 Amended Complaint and a bunch of other exhibits and</p> <p>7 that.</p> <p>8 Q Okay. Did you discuss your mom's deposition</p> <p>9 with her prior to your deposition?</p> <p>10 A It was -- all four of us were in the room</p> <p>11 together. We didn't discuss anything but the files.</p> <p>12 Q I know. Today did you discuss with your mom</p> <p>13 her testimony that she just gave?</p> <p>14 A Oh, no, no.</p> <p>15 Q Okay. Have you kept any notes regarding this</p> <p>16 lawsuit against the Village?</p> <p>17 A Various different things. Most of them are</p> <p>18 all examples -- or exhibits I mean, exhibits.</p> <p>19 Q Have you kept any personal notes or a diary</p> <p>20 regarding Tri-State's lawsuit against Riverdale?</p> <p>21 A No.</p> <p>22 Q Have you discussed this lawsuit with anyone</p> <p>23 other than your attorneys?</p> <p>24 A Not that I'm aware of.</p>	<p style="text-align: right;">12</p> <p>1 secretary also, but...</p> <p>2 Q Okay. When did you move into the office?</p> <p>3 A I don't recall. I mean, that was years ago.</p> <p>4 Q What are your job duties and responsibilities</p> <p>5 today?</p> <p>6 A All the operational software, IT, pricing,</p> <p>7 bidding.</p> <p>8 Q And is your main office at 13903 South</p> <p>9 Ashland?</p> <p>10 A Yes.</p> <p>11 Q Have you worked at any other business since</p> <p>12 graduating from high school?</p> <p>13 A Not since -- let's see here. Not that I</p> <p>14 recall from working after high school, no, not -- not</p> <p>15 that I recall after high school.</p> <p>16 Q How would you describe Tri-State's business?</p> <p>17 A In what sense?</p> <p>18 Q Like if you were just talking to someone you</p> <p>19 just met and they asked, oh, what is Tri-State?</p> <p>20 A It's a full-service waste and recycling</p> <p>21 company.</p> <p>22 Q Okay. In your role with the company, do you</p> <p>23 handle both garbage collection and the transfer</p> <p>24 station?</p>
<p style="text-align: right;">11</p> <p>1 Q When did you begin working for Tri-State?</p> <p>2 A Just after high school.</p> <p>3 Q What year was that?</p> <p>4 A I've been there probably about 18 to 20</p> <p>5 years, so let's say 2000.</p> <p>6 Q Okay.</p> <p>7 A Approximately 2000.</p> <p>8 Q And when you began working there, what was</p> <p>9 your title?</p> <p>10 A I worked in the maintenance shop.</p> <p>11 Q What was the title of the position?</p> <p>12 A There was no title. It was -- I worked in</p> <p>13 maintenance.</p> <p>14 Q Do you want to describe the timeline of your</p> <p>15 work at Tri-State, like how you moved to different</p> <p>16 positions throughout the years, et cetera?</p> <p>17 A I worked in the maintenance shop for years</p> <p>18 until a commercial driver, who was kind of the</p> <p>19 commercial supervisor, got hurt. They needed</p> <p>20 somebody to come in the office to help with his role.</p> <p>21 And from there I stayed in the office and took over</p> <p>22 the IT and system administrations.</p> <p>23 Q And what's your current title?</p> <p>24 A Operations manager. I'm a corporate</p>	<p style="text-align: right;">13</p> <p>1 A Yes.</p> <p>2 Q Do you know when the company began operating</p> <p>3 in Riverdale?</p> <p>4 A Somewhere around the mid to late '90s.</p> <p>5 Q Do you know anything about the lawsuit or the</p> <p>6 dispute in 1999 between the Illinois Environmental</p> <p>7 Protection Agency and Tri-State and the Village of</p> <p>8 Riverdale?</p> <p>9 A I'm aware of it. I don't know a lot of it.</p> <p>10 Q What's your understanding of it?</p> <p>11 A That there was an agreement at the end of it.</p> <p>12 Q Have you reviewed that agreement?</p> <p>13 A Yes.</p> <p>14 Q When did you review it?</p> <p>15 A Not any time recently.</p> <p>16 Q Why would you have reviewed it?</p> <p>17 A Well, just different points in there that we</p> <p>18 were looking at.</p> <p>19 Q In regards to this lawsuit?</p> <p>20 A No.</p> <p>21 Q Okay.</p> <p>22 A Okay. I would correct that, that we did go</p> <p>23 through it with the exhibits.</p> <p>24 Q Also went -- so you're also saying that you</p>

Pages 10 to 13

Jeff Germany

March 3, 2020

<p style="text-align: right;">14</p> <p>1 went through the settlement agreement in relation to 2 this lawsuit because it's one of the exhibits that 3 you reviewed with Mr. LaRose? 4 MR. LAROSE: No. 5 THE WITNESS: We didn't -- we didn't review 6 the exhibit. We didn't review the agreement. 7 MR. LAROSE: Can we go off the record for a 8 second? Is that okay? 9 MS. BLAKE: Sure. 10 (A brief recess was taken.) 11 MS. BLAKE: What was my last question? 12 (Record read back as requested.) 13 MS. BLAKE: Strike that question. 14 BY MS. BLAKE: 15 Q Have you reviewed this -- the settlement 16 agreement in relation to this lawsuit? 17 A Yes. 18 Q Okay. Did you -- in your role at Tri-State, 19 did you ever interact with Riverdale Recycling? 20 A No. 21 Q Did you have anything to do with purchasing 22 the property from Riverdale Recycling in 2005? 23 A I was there in 2005. 24 Q Did you have anything to do with Tri-State's</p>	<p style="text-align: right;">16</p> <p>1 A No, I don't. 2 Q Do you know when Riverdale Recycling stopped 3 operating at 13903 Ashland in Riverdale? 4 A No, I don't. 5 Q Did they ever operate on the property when 6 you worked there? 7 A Not that I'm aware of. 8 Q When you began working on the property, on 9 Ashland, did Tri-State own the property or did 10 Riverdale Recycling? 11 A I have no idea. I would -- I have no idea 12 exactly who did. 13 Q Okay. Do you know how the property at 13903 14 Ashland had been used prior to Tri-State starting 15 business there? 16 A I don't know how it was used. I have an idea 17 that it was just vacant land. 18 Q Okay. 19 MR. LAROSE: Just answer the question. 20 BY MS. BLAKE: 21 Q Had it ever been operated as a transfer 22 station, to your knowledge? 23 A No. 24 Q And Tri-State is still operating a transfer</p>
<p style="text-align: right;">15</p> <p>1 purchase of the property from Riverdale Recycling in 2 that year? 3 A Not -- how far in depth, I mean? 4 Q I don't know. You'd have to tell me. 5 A Yeah, I don't recall any of that. I mean, I 6 don't recall any of that. I know I was at the 7 closing, and that was about it. 8 Q Okay. Do you know the owner of Riverdale 9 Recycling? 10 A I know the family. 11 Q What family is that? 12 A Well, it was the Pruim family or daughters 13 of. 14 MR. LAROSE: P-r-u-i-m. 15 BY MS. BLAKE: 16 Q And do you know the Pruim family personally? 17 A Yes. 18 Q And is that because your dad worked for 19 Mr. Pruim? 20 A Yes, that is correct. 21 Q Is there any family relationship there? 22 A No. 23 Q Okay. Do you know if Riverdale Recycling is 24 still operating?</p>	<p style="text-align: right;">17</p> <p>1 station in Riverdale, correct? 2 A Yes. 3 Q Do you deal with pricing related to the 4 transfer station? 5 A Yes. 6 Q Okay. Does the transfer station still 7 operate in accordance with the settlement agreement 8 that we discussed? 9 A Yes. 10 Q Do you know the total number of employees at 11 Tri-State? 12 A Not exact. An estimate. 13 Q What's your estimate? 14 A Between about 45 and 50. 15 Q Is that the same number of employees that 16 Tri-State had in 2018? 17 A I'm unsure. 18 Q Do you know how many garbage collection 19 clients Tri-State has? 20 A Anything I would give would be an estimate. 21 Are you looking for commercial or residential? 22 Q I'd take either. 23 A Residential is four municipalities, with a 24 total of about 12 or -- 10 to 15 thousand residents</p>

Pages 14 to 17

Jeff Germany

March 3, 2020

<p style="text-align: right;">18</p> <p>1 total, and commercial would be around 3,000.</p> <p>2 Q Who are the four municipalities?</p> <p>3 A I'm sorry. It's down to three now because we</p> <p>4 have since severed with Riverdale, so there's only</p> <p>5 three municipalities.</p> <p>6 Q Okay. Marionette Park, Thornton --</p> <p>7 A Marionette Park, Thornton, and Robbins.</p> <p>8 Q Okay. Do you have anything to do with filing</p> <p>9 tax returns for Tri-State?</p> <p>10 A I don't do any of the paperwork, no, but I</p> <p>11 think I do sign as secretary.</p> <p>12 Q Do you know the annual gross income that was</p> <p>13 reported by Tri-State in 2017?</p> <p>14 A Anything I would give would be a rough</p> <p>15 estimate.</p> <p>16 Q What is your rough estimate of the annual</p> <p>17 gross income in 2017?</p> <p>18 MR. LAROSE: You know, don't guess. We're</p> <p>19 not going to guess at that.</p> <p>20 THE WITNESS: No. I don't know.</p> <p>21 BY MS. BLAKE:</p> <p>22 Q You don't know or you don't want to guess?</p> <p>23 A I don't want to guess.</p> <p>24 Q Okay. Do you know an approximate estimate</p>	<p style="text-align: right;">20</p> <p>1 Q The very first one.</p> <p>2 A Sometime -- it was -- this is a rough -- this</p> <p>3 is not an exact date. Somewhere in the late 2000s --</p> <p>4 or late 2002 I believe it was because it's roughly 17</p> <p>5 years we had it.</p> <p>6 Q Okay. You said late 2000s and then you said</p> <p>7 2002 and then you said 17 years.</p> <p>8 A Well, yeah, it was -- it was -- it was around</p> <p>9 2002 when it was our initial.</p> <p>10 Q Okay. Do you know who was the mayor of</p> <p>11 Riverdale in 2002?</p> <p>12 A No, I don't.</p> <p>13 Q Was that contract bid for by your company?</p> <p>14 A I believe so.</p> <p>15 Q Do you know how long that initial contract</p> <p>16 lasted?</p> <p>17 A I believe that contract was five years, the</p> <p>18 initial one.</p> <p>19 Q After five years did you have to rebid for</p> <p>20 the contract?</p> <p>21 A Yes, we put another proposal out.</p> <p>22 Q So you won another contract in about 2007?</p> <p>23 A Yes. Well, no, it would be after that.</p> <p>24 Well, yeah, I'm sorry. Yes, a five-year term, yes,</p>
<p style="text-align: right;">19</p> <p>1 for the annual gross income on Tri-State's taxes in</p> <p>2 2018?</p> <p>3 A No.</p> <p>4 Q Do you know what amount of gross income was</p> <p>5 generated by Tri-State through their garbage</p> <p>6 collection contract with the Village of Riverdale in</p> <p>7 2017?</p> <p>8 A An estimate would be somewhere in the 60 to</p> <p>9 \$65,000 per month, then you annualize that.</p> <p>10 Q Was that the same amount in 2018?</p> <p>11 A I would say so because, if anything, it would</p> <p>12 go up with escalators.</p> <p>13 Q Okay.</p> <p>14 A So it's usually around, you know, with small</p> <p>15 escalators, somewhere in that range.</p> <p>16 Q Okay. And then the same in 2019, with small</p> <p>17 escalators?</p> <p>18 A Yes.</p> <p>19 Q Are the escalators drafted in the contract?</p> <p>20 A Yes.</p> <p>21 Q Do you know when Tri-State's garbage</p> <p>22 collection contract was initially executed with the</p> <p>23 Village of Riverdale?</p> <p>24 A Which one?</p>	<p style="text-align: right;">21</p> <p>1 around 2007, 2008.</p> <p>2 Q Okay. And then the next contract with the</p> <p>3 Village -- well, do you know how long that contract</p> <p>4 was, I'm sorry, in 2007 or 2008?</p> <p>5 A I believe the first two were five years each,</p> <p>6 and I believe the second one was the seven-year</p> <p>7 contract.</p> <p>8 Q All right. So in 2002 you entered into a</p> <p>9 contract for five years, that brings us to 2007 or</p> <p>10 2008, then you rebid the project, won it, and entered</p> <p>11 into another contract for five years?</p> <p>12 A Uh-huh, and I believe we did an early -- I</p> <p>13 believe there was something done, we -- we were --</p> <p>14 something, and made it a new contract in 2012-ish.</p> <p>15 Q Okay. We previously marked as Exhibit B to</p> <p>16 Sheryl Germany's deposition the contract between the</p> <p>17 Village and Tri-State that was signed in 2012.</p> <p>18 Do you see that there in front of</p> <p>19 you?</p> <p>20 A Yes.</p> <p>21 Q Okay. And that contract was for exclusive --</p> <p>22 the exclusive right to collect garbage in residential</p> <p>23 units within the Village from 8-1-12 through 7-31-19,</p> <p>24 correct?</p>

Pages 18 to 21

Jeff Germany

March 3, 2020

<p style="text-align: right;">22</p> <p>1 A Yes.</p> <p>2 Q And Tri-State agreed to provide certain</p> <p>3 municipal services to the Village at no additional</p> <p>4 cost to the Village, correct?</p> <p>5 A Yes.</p> <p>6 Q Do you agree that Tri-State did not receive</p> <p>7 any additional income from the services it agreed to</p> <p>8 provide to Riverdale in Section 13 of that contract?</p> <p>9 MR. LAROSE: Page 5.</p> <p>10 THE WITNESS: Yes, yes, there was no extra</p> <p>11 charges for this under Section 13.</p> <p>12 BY MS. BLAKE:</p> <p>13 Q Okay. Did that contract allow the Village to</p> <p>14 cancel its contract with Tri-State with 90-days'</p> <p>15 notice?</p> <p>16 A I'd have to find the term.</p> <p>17 Q Page 3.</p> <p>18 A Yes.</p> <p>19 Q Before 2002 do you know what company provided</p> <p>20 garbage collection services to the Village of</p> <p>21 Riverdale?</p> <p>22 A I believe it was Allied Waste, Republic</p> <p>23 Services, whichever name they went under at the time.</p> <p>24 Q And is Allied Waste or Republic Services a</p>	<p style="text-align: right;">24</p> <p>1 that property, for the majority of your time at</p> <p>2 Tri-State the property was vacant?</p> <p>3 A Yes.</p> <p>4 Q Are you aware of any type of business that</p> <p>5 Tri-State did or does with Fritz Enterprises?</p> <p>6 A No, I'm not.</p> <p>7 Q Did you -- I should say Tri-State. Did</p> <p>8 Tri-State ever oppose Fritz' operation at 1201 West</p> <p>9 138th Street?</p> <p>10 A I'm not aware of anything.</p> <p>11 Q When you worked at Tri-State, were you</p> <p>12 involved in any business relationship with Huron</p> <p>13 Valley Steel Corporation?</p> <p>14 A Not that I recall off the top of my head.</p> <p>15 Q Do you know if Tri-State ever opposed Huron's</p> <p>16 operation at 1201 West 138th Street?</p> <p>17 A Not that I'm aware of.</p> <p>18 Q Are you aware of any opposition Tri-State</p> <p>19 voiced relating to the operation of businesses at</p> <p>20 1201 West 138th Street prior to Riverdale Materials</p> <p>21 purchasing that property?</p> <p>22 A Not that I'm aware of.</p> <p>23 Q Do you know Charlie Fritz?</p> <p>24 A Not personally. I just spoke with him the</p>
<p style="text-align: right;">23</p> <p>1 competitor of Tri-State?</p> <p>2 A Yes.</p> <p>3 Q And do you know how long they had provided</p> <p>4 garbage collection services to the Village before</p> <p>5 Tri-State won the bid in 2002?</p> <p>6 A No.</p> <p>7 Q Is there -- prior to Riverdale Materials</p> <p>8 beginning operations in Riverdale, was there any</p> <p>9 other transfer station open or operating in Riverdale</p> <p>10 since you have been working for Tri-State?</p> <p>11 A No, not that I'm aware of.</p> <p>12 Q During your company's time in Riverdale, are</p> <p>13 you familiar with how the property at 1201 West 138th</p> <p>14 Street was operated?</p> <p>15 That's the property where Riverdale</p> <p>16 Materials is located now.</p> <p>17 A During what time period?</p> <p>18 Q Since you've been with Tri-State and working</p> <p>19 in Riverdale, are you familiar with how that property</p> <p>20 was operated?</p> <p>21 A It was closed shortly -- you know, a few</p> <p>22 years into my career at Tri-State. It was a scrap</p> <p>23 yard of some sort.</p> <p>24 Q So prior to Riverdale Materials purchasing</p>	<p style="text-align: right;">25</p> <p>1 first time ever on Friday.</p> <p>2 Q And what did you speak about with him?</p> <p>3 A Scrap metal.</p> <p>4 Q What about scrap metal did you talk to</p> <p>5 Charlie Fritz about?</p> <p>6 A I have somebody that needs his services, and</p> <p>7 I just told him -- I was connecting the two.</p> <p>8 Q Okay. What kind of service does Mr. Fritz</p> <p>9 provide?</p> <p>10 MR. LAROSE: See what happens when you</p> <p>11 volunteer information? Three more questions that are</p> <p>12 totally irrelevant. Answer the question.</p> <p>13 THE WITNESS: I'm sorry?</p> <p>14 BY MS. BLAKE:</p> <p>15 Q What services does Mr. Fritz provide?</p> <p>16 A Some type of scrap processing.</p> <p>17 Q How did you get his name?</p> <p>18 A Through my father.</p> <p>19 Q Did you have any involvement in the purchase</p> <p>20 of a retention pond near 1201 West 138th Street?</p> <p>21 A No.</p> <p>22 Q Did you know that Tri-State was purchasing a</p> <p>23 retention pond adjacent to Riverdale Materials'</p> <p>24 property?</p>

Pages 22 to 25

Jeff Germany

March 3, 2020

<p style="text-align: right;">26</p> <p>1 A Yes.</p> <p>2 Q Do you know where that pond is located in</p> <p>3 relation to Tri-State's property?</p> <p>4 A Yes.</p> <p>5 Q Where is it?</p> <p>6 A North of it.</p> <p>7 Q You would agree that the pond is not adjacent</p> <p>8 to Tri-State's property on 139th and Ashland,</p> <p>9 correct?</p> <p>10 A Yes.</p> <p>11 Q Do you know what the purchase price was of</p> <p>12 the retention pond?</p> <p>13 A No.</p> <p>14 Q Do you know what the estimated value of the</p> <p>15 retention pond was?</p> <p>16 A No.</p> <p>17 Q Do you know what had to be paid in order to</p> <p>18 purchase that retention pond by Tri-State?</p> <p>19 A No.</p> <p>20 Q Do you know when it was purchased?</p> <p>21 A No.</p> <p>22 Q Did Tri-State own the retention pond in 2017?</p> <p>23 A I don't know.</p> <p>24 Q Okay. Did you understand that the complaint</p>	<p style="text-align: right;">28</p> <p>1 please.</p> <p>2 THE WITNESS: It would be Sheryl. She would</p> <p>3 be the only one.</p> <p>4 MR. LAROSE: You assumed a minute ago and</p> <p>5 now all of a sudden you know.</p> <p>6 BY MS. BLAKE:</p> <p>7 Q Did Tri-State purchase contaminated land when</p> <p>8 they purchased the retention pond?</p> <p>9 A I'm unaware of that.</p> <p>10 Q Does the pond generate income for your</p> <p>11 business?</p> <p>12 A No.</p> <p>13 Q Do you use the pond at all in relation to</p> <p>14 Tri-State's business?</p> <p>15 A No.</p> <p>16 Q Do you know anything regarding the taxes that</p> <p>17 need to be paid on the pond?</p> <p>18 A No.</p> <p>19 Q When did you become aware that Riverdale</p> <p>20 Materials would be applying for a conditional use in</p> <p>21 the Village to operate a transfer station?</p> <p>22 A Upon public notice.</p> <p>23 Q What public notice are you referring to?</p> <p>24 A The one that was in the paper.</p>
<p style="text-align: right;">27</p> <p>1 in this case alleged that Riverdale Materials' site</p> <p>2 had a substantial adverse affect on the retention</p> <p>3 pond?</p> <p>4 A Not that I recall.</p> <p>5 Q Did you believe that the retention pond was</p> <p>6 negatively impacted by Riverdale Materials?</p> <p>7 A There's a possibility.</p> <p>8 Q Did that possibility impact Tri-State's</p> <p>9 decision to purchase the retention pond?</p> <p>10 A Yes.</p> <p>11 Q In what way?</p> <p>12 A To protect the environment.</p> <p>13 Q Were you involved in retaining a firm by the</p> <p>14 name of I-N-G-N -- G-E-N-G-E to perform a site</p> <p>15 investigation at the pond?</p> <p>16 A Me personally have any involvement in that,</p> <p>17 no.</p> <p>18 Q Okay. Who at Tri-State was involved in</p> <p>19 retaining that firm to perform a site investigation</p> <p>20 at the pond?</p> <p>21 A I would assume Sheryl.</p> <p>22 Q Your mom?</p> <p>23 A Yes.</p> <p>24 MR. LAROSE: Don't assume and don't guess,</p>	<p style="text-align: right;">29</p> <p>1 Q Did you attend any meetings, prior to that</p> <p>2 notice going out, with the mayor regarding --</p> <p>3 A Yes.</p> <p>4 MR. LAROSE: Let her finish, please.</p> <p>5 THE WITNESS: Sorry.</p> <p>6 BY MS. BLAKE:</p> <p>7 Q Okay. So you attended meetings with the</p> <p>8 mayor and your mother prior to there being public</p> <p>9 notice that Riverdale Materials was coming or</p> <p>10 potentially coming to Riverdale, correct?</p> <p>11 A Yes.</p> <p>12 Q Okay. So public notice wasn't the first time</p> <p>13 that you received notice that Riverdale Materials had</p> <p>14 planned to come to the Village, correct?</p> <p>15 A But you said about waste transfer, though.</p> <p>16 Q Pardon me?</p> <p>17 A Didn't you -- didn't your question say about</p> <p>18 waste transfer or what he was doing, what they were</p> <p>19 planning on doing?</p> <p>20 MR. LAROSE: It kind of did, so let's not</p> <p>21 get in a pissing match over it.</p> <p>22 BY MS. BLAKE:</p> <p>23 Q Okay. I don't understand the distinction</p> <p>24 you're trying to make, but...</p>

Pages 26 to 29

Jeff Germany

March 3, 2020

<p style="text-align: right;">30</p> <p>1 MR. LAROSE: Your question was when's the 2 first time that they had notice of the waste 3 transfer, and they had no notice of that until they 4 read it in the paper. Riverdale Materials was not 5 supposed to be doing that. That's -- I think that's 6 the distinction he's trying to make. 7 THE WITNESS: Yes. 8 MS. BLAKE: Okay. 9 BY MS. BLAKE: 10 Q What did you understand Riverdale Materials 11 would be doing in the Village of Lansing if they 12 bought 1201 West 138th Street? 13 MR. LAROSE: Riverdale. 14 MS. BLAKE: What did I say, Lansing? 15 MR. LAROSE: Lansing. 16 MS. BLAKE: Sorry. 17 MR. LAROSE: That's okay. 18 THE WITNESS: There was rumors that -- well, 19 after -- you know, that they bought it and that 20 that's what they were buying it for, so we raised 21 concerns with the mayor. 22 BY MS. BLAKE: 23 Q Okay. So during your meetings in 2016 when 24 you were talking to the mayor and I know in one</p>	<p style="text-align: right;">32</p> <p>1 Village, correct? 2 A From what I understand, yes. 3 Q Okay. But the public notice is what you were 4 referring to as being the first time you were aware 5 that they were potentially doing this municipal solid 6 waste transfer station, correct? 7 A That's correct. 8 Q Okay. Prior to that your discussions with 9 the mayor had just been about them doing street 10 sweepings and C and D collection? 11 A Yes. 12 Q Okay. Did you know Jim Bracken prior to him 13 starting business in Riverdale? 14 A I've met him on probably two occasions. 15 Q And where did you run into him? 16 A The one time that comes to mind is an outing 17 with Waste Management. 18 Q Did you consider his company Brackenbox to be 19 a competitor of Tri-State? 20 A Yes. 21 Q And were you aware that Brackenbox operated a 22 transfer station in Markham? 23 A A C and D site, not a transfer station. 24 Q Okay. So you were aware that Brackenbox</p>
<p style="text-align: right;">31</p> <p>1 meeting Mr. Gonzalez was there, what were you told 2 Riverdale Materials would be doing in the Village? 3 A They said that they were going to operate a 4 C and D site and try and take street sweepings. 5 Q Okay. And is a C and D site a transfer 6 station? 7 A No. 8 Q Okay. And that's a construction and 9 demolition site? 10 A Yes. 11 Q Okay. So the new information you received in 12 the public notice was that they would be also 13 operating a transfer station? 14 A Yes. 15 Q What's -- describe to me a transfer station 16 in like laymen's terms, like you were going to 17 describe it to your neighbor. 18 A Facility where you can accept municipal solid 19 waste, and it's the midpoint from it being collected 20 on the street to going to the landfill for final 21 destination. 22 Q Okay. Now I understand. Eventually 23 Riverdale Materials withdrew their request to operate 24 a municipal solid waste transfer station in the</p>	<p style="text-align: right;">33</p> <p>1 operated a C and D site in Markham? 2 A Yes. 3 Q Did you participate in a conference call with 4 Jim Bracken after the initial zoning hearing relating 5 to his request for conditional use in Riverdale in 6 September of 2017? 7 A I have never had a phone call with Jim 8 Bracken. 9 MR. LAROSE: I have. 10 BY MS. BLAKE: 11 Q Have you ever texted with Jim Bracken? 12 A No. 13 Q Have you ever e-mailed with Jim Bracken? 14 A Not that I recall. 15 Q Okay. After learning in September of 2017 16 that Riverdale Materials had withdrawn its request to 17 operate as a municipal solid waste transfer station 18 in the Village, did you still consider Riverdale 19 Materials' operation at the site to be competitive to 20 Tri-State? 21 A Yes. 22 Q With what aspect of your business would 23 Riverdale Materials be competing? 24 A We do the same, construction and demolition</p>

Pages 30 to 33

Jeff Germany

March 3, 2020

<p style="text-align: right;">34</p> <p>1 debris.</p> <p>2 Q Any other aspect of your business that is the</p> <p>3 same as Riverdale Materials other than the</p> <p>4 construction and demo debris?</p> <p>5 A Dumpsters. I mean, that was from the sister</p> <p>6 company.</p> <p>7 Q Okay. But dumpsters is Brackenbox?</p> <p>8 A Yes.</p> <p>9 Q Okay. And they were already competing with</p> <p>10 Tri-State before they entered Riverdale in that</p> <p>11 regard, correct?</p> <p>12 A Yes.</p> <p>13 Q Okay. And they were also competing with</p> <p>14 Tri-State in the construction and demo debris</p> <p>15 business in Markham, correct?</p> <p>16 A Yes.</p> <p>17 Q How did them moving into Riverdale -- did it</p> <p>18 increase that competition?</p> <p>19 A It would have.</p> <p>20 Q Okay. What other companies does Tri-State</p> <p>21 consider to be competitors?</p> <p>22 A All other companies in the same industry that</p> <p>23 provide the same services. Do you need specifics?</p> <p>24 Q Yeah, please.</p>	<p style="text-align: right;">36</p> <p>1 A Only in relation to their operation?</p> <p>2 Q Yes.</p> <p>3 A No, not to their rate.</p> <p>4 Q Did you personally attend any zoning board</p> <p>5 hearings in 2017 wherein Riverdale Materials'</p> <p>6 conditional use was being discussed?</p> <p>7 A No, I did not.</p> <p>8 Q Why not?</p> <p>9 A I've got a family. Sheryl was handling all</p> <p>10 that.</p> <p>11 Q So you had family obligations that didn't</p> <p>12 allow you to have time to attend the meetings?</p> <p>13 A Yes.</p> <p>14 Q Okay. Did you attend any Village board</p> <p>15 meetings wherein Riverdale Materials' conditional use</p> <p>16 was discussed?</p> <p>17 A I know there was one, not a zoning meeting.</p> <p>18 There was just one meeting ever that I went to about</p> <p>19 something, and I don't recall what it was.</p> <p>20 Q Okay. Did you have any conversations with</p> <p>21 the mayor regarding your or Tri-State's opposition to</p> <p>22 granting Riverdale Materials a conditional use to</p> <p>23 operate in the Village?</p> <p>24 A Myself, no; but at Tri-State it was voiced</p>
<p style="text-align: right;">35</p> <p>1 A Anything from Waste Management to Republic</p> <p>2 Services, Homewood Disposal, and various others.</p> <p>3 Q Were you opposed to Riverdale Materials</p> <p>4 operating in Riverdale?</p> <p>5 A I'm sorry?</p> <p>6 Q Were you opposed to Riverdale Materials</p> <p>7 operating in Riverdale?</p> <p>8 A Yes.</p> <p>9 Q Why?</p> <p>10 A Unfair playing ground.</p> <p>11 Q Had Tri-State ever attempted to purchase 1201</p> <p>12 West 138th Street for business operations?</p> <p>13 A Not that I'm aware of.</p> <p>14 Q With Riverdale Materials coming into the</p> <p>15 Village of Riverdale, does Tri-State continue to</p> <p>16 operate as a garbage collection service?</p> <p>17 A Yes.</p> <p>18 Q And then you also continue to operate your</p> <p>19 transfer station business, correct?</p> <p>20 A Yes.</p> <p>21 Q As a sole result of the operation of</p> <p>22 Riverdale Materials in Riverdale, has Tri-State had</p> <p>23 to increase prices to consumers in relation to its</p> <p>24 transfer station?</p>	<p style="text-align: right;">37</p> <p>1 through Sheryl.</p> <p>2 Q Were you present for any conversations your</p> <p>3 mom had with the mayor regarding Tri-State's</p> <p>4 opposition to Riverdale Materials?</p> <p>5 A No.</p> <p>6 Q Have you had any conversations with Jerome</p> <p>7 Russell regarding Tri-State's opposition to Riverdale</p> <p>8 Materials?</p> <p>9 A No.</p> <p>10 Q Have you had any conversations with Dave</p> <p>11 Gonzalez regarding Tri-State's opposition to</p> <p>12 Riverdale Materials or anything regarding this</p> <p>13 lawsuit?</p> <p>14 A Hold on. Go back to that conversation about</p> <p>15 the mayor. Yes, we did in the mayor's office with</p> <p>16 him and Dave Gonzalez together.</p> <p>17 Q Okay. So you were present for one</p> <p>18 conversation --</p> <p>19 A Yes.</p> <p>20 Q -- between the mayor and your mom, Dave</p> <p>21 Gonzalez was also present?</p> <p>22 A Yes.</p> <p>23 Q When was that?</p> <p>24 A Sometime -- I believe it was sometime in</p>

Pages 34 to 37

Jeff Germany

March 3, 2020

<p style="text-align: right;">38</p> <p>1 2017, end of 2017.</p> <p>2 MR. LAROSE: Don't guess because you're off</p> <p>3 by a year.</p> <p>4 THE WITNESS: Why? Was -- I haven't -- it's</p> <p>5 in the exhibit.</p> <p>6 MR. LAROSE: Have her show it to you.</p> <p>7 THE WITNESS: Because it was my calendar,</p> <p>8 so...</p> <p>9 BY MS. BLAKE:</p> <p>10 Q What exhibit are you referring to that would</p> <p>11 help refresh your memory regarding the year the</p> <p>12 meeting occurred?</p> <p>13 A Whatever --</p> <p>14 MR. LAROSE: Are these the same things? Can</p> <p>15 I show one of these to Erin?</p> <p>16 MS. ALASKA: It's not the same thing.</p> <p>17 THE WITNESS: It's whatever calendar that I</p> <p>18 shared.</p> <p>19 MR. LAROSE: Here. I'll show it to you</p> <p>20 first. This one is different than that one. Look at</p> <p>21 those two.</p> <p>22 MS. BLAKE: I can't read either of them, but</p> <p>23 they are TS_2857 and TS -- sorry, they're both --</p> <p>24 MS. ALASKA: You have one page. Swap one</p>	<p style="text-align: right;">40</p> <p>1 A It was Sheryl -- it was -- Welch was there,</p> <p>2 the mayor and Sheryl and I. You know what, let me</p> <p>3 correct that. I don't know if it was Sheryl or our</p> <p>4 tax appeal guy at the time. I know myself, Welch,</p> <p>5 because there was -- I don't know -- I don't recall</p> <p>6 if Dan ever went to that meeting or not, on the</p> <p>7 September one.</p> <p>8 Q Who's the tax appeal guy?</p> <p>9 A Dan Skirp, Skirpans (phonetic).</p> <p>10 Q Okay. And then you met again with the mayor,</p> <p>11 Mr. Gonzalez and your mother in December of 2016?</p> <p>12 A Yes.</p> <p>13 Q So both of those two meetings, what was --</p> <p>14 well, let's just start with the September meeting.</p> <p>15 What was discussed in that meeting?</p> <p>16 A We were looking for tax help on our property</p> <p>17 taxes.</p> <p>18 Q What was the specific issue? I don't know</p> <p>19 what it was. I wasn't -- I wasn't here at that time.</p> <p>20 I have no idea.</p> <p>21 A Just if there was any way we could get</p> <p>22 relief, some sort of help.</p> <p>23 Q And what was the conclusion or how did the</p> <p>24 meeting end, we'll look into it or we can do this?</p>
<p style="text-align: right;">39</p> <p>1 page.</p> <p>2 MS. BLAKE: TS_02857 and TS-02858 are</p> <p>3 terrible photocopies of a Tri-State calendar.</p> <p>4 THE WITNESS: Well, it's a -- it's a Google</p> <p>5 calendar.</p> <p>6 BY MS. BLAKE:</p> <p>7 Q Okay.</p> <p>8 A But, yes, I do -- I do recall this, that it</p> <p>9 was 2016.</p> <p>10 Q Okay. So these calendar pages show that you</p> <p>11 met with the mayor and Mr. Gonzalez in September of</p> <p>12 2016?</p> <p>13 A And I believe there's even e-mail</p> <p>14 correspondence.</p> <p>15 MR. LAROSE: Just listen to the question and</p> <p>16 answer the question.</p> <p>17 BY MS. BLAKE:</p> <p>18 Q Did you e-mail again -- I'm sorry, did you</p> <p>19 meet again in December of 2016?</p> <p>20 A That was the meeting that we were all at.</p> <p>21 Q Okay. So was there also a meeting in</p> <p>22 September of 2016?</p> <p>23 A Yes, there was.</p> <p>24 Q Who was that meeting between?</p>	<p style="text-align: right;">41</p> <p>1 A Pretty much open ended, they'd look into it</p> <p>2 and get back to us.</p> <p>3 Q Okay. Riverdale Materials was not discussed</p> <p>4 during the September 2016 meeting?</p> <p>5 A No.</p> <p>6 Q Okay. Then in December of 2016, what was</p> <p>7 discussed during that meeting?</p> <p>8 A That's the time when it was discussed of what</p> <p>9 they were planning on doing there.</p> <p>10 Q Just tell me what you remember being</p> <p>11 discussed in that meeting.</p> <p>12 A If they were going to have to follow the same</p> <p>13 guidelines that we do, posting the bond, cleanup</p> <p>14 bond, pay royalties.</p> <p>15 Q So did you request this meeting or did the</p> <p>16 Village request this meeting with you?</p> <p>17 A We requested it with them.</p> <p>18 Q And did you request this meeting after</p> <p>19 hearing that Riverdale Materials may be coming to the</p> <p>20 Village?</p> <p>21 A Yes.</p> <p>22 Q Who did you hear from that Riverdale</p> <p>23 Materials might be coming to the Village?</p> <p>24 A Rumors in the industry.</p>

Pages 38 to 41

Jeff Germany

March 3, 2020

<p style="text-align: right;">42</p> <p>1 Q Okay. Who told you the specific rumor that 2 Riverdale Materials was coming to Riverdale? 3 A I don't recall. 4 Q Okay. So is it fair to say you requested the 5 meeting and you wanted to inform the Village that you 6 expected Riverdale Materials to be required to abide 7 by the same requirements that Tri-State had with the 8 Village pursuant to the settlement agreement? 9 A We were doing research on -- to make sure it 10 would be a fair playing field. 11 Q Okay. Was anything said about the 12 environmental condition of the property during that 13 December 2016 meeting? 14 A Not that I recall. 15 Q Have you ever been involved in any zoning 16 hearings in the Village? 17 A Not that I recall. Not the Village -- not in 18 the Village of Riverdale. 19 Q What zoning hearings have you been involved 20 in outside of Riverdale? 21 A One in Dixmoor. 22 Q What was that regarding? 23 A Personal property. 24 Q Okay. Are you aware of any -- are you aware</p>	<p style="text-align: right;">44</p> <p>1 for Riverdale Materials? 2 A No. 3 Q If Riverdale Materials would have obtained 4 proper permits and authorizations and have been 5 required to post securities and pay royalties, would 6 Tri-State have had an objection to the Village's 7 granting of their conditional use? 8 A Just royalties and... 9 Q I'll ask it a different way. 10 If Riverdale Materials would have 11 obtained the proper permits and authorizations and 12 been required to operate in a manner similar to 13 Tri-State, as stated in their settlement agreement, 14 would Tri-State still have had an objection to the 15 Village's granting of the conditional use? 16 A Most likely not. 17 Q Do you know if Riverdale Materials has the 18 proper permits and authorizations? 19 A I'm unaware. 20 Q Do you know what Riverdale Materials pays to 21 the Village in terms of their operations? 22 A No. 23 Q Do you know why Tri-State ultimately decided 24 to issue public statements regarding Riverdale</p>
<p style="text-align: right;">43</p> <p>1 of any prior instances wherein the Village retaliated 2 against independent contractors working within 3 Riverdale based on their objections to Village 4 decisions or Village zoning decisions? 5 A From the past or are we talking about... 6 Q Excluding your -- your allegation. Excluding 7 Tri-State's allegations, are you aware of any other 8 instances where the Village has done something 9 similar to another contractor? 10 A Not that I'm aware of. 11 Q Are you aware of any prior instances wherein 12 Mayor Jackson retaliated against independent 13 contractors working in the Village based on their 14 objections to Village zoning decisions? 15 A Not that I'm aware of. 16 Q Were there any instances wherein Tri-State 17 did not support Mayor Jackson's leadership or 18 decisions relating to the Village prior to the 19 Village's decision to provide a conditional use to 20 Riverdale Materials? 21 A Can you repeat that? 22 Q Did you ever disagree with Mayor Jackson's 23 leadership or his decisionmaking in the Village prior 24 to your disagreement regarding the conditional use</p>	<p style="text-align: right;">45</p> <p>1 Materials' application for a conditional use? 2 A Yes. They were worried about the 3 environment, the neighborhood, you know, not being a 4 level playing field. 5 Q Was the first time Tri-State started talking 6 about their environmental concerns when they started 7 speaking publicly about their opposition to Riverdale 8 Materials? 9 A I'm sorry, repeat that. 10 Q Was the first time that Tri-State began 11 speaking about their environmental concerns at the 12 property when they were speaking publicly about their 13 opposition to Riverdale Materials operating in 14 Riverdale? 15 A So the first time that they spoke out you're 16 asking is at the meetings about... 17 Q I don't know the first time they spoke out, 18 actually. Let's start over. 19 Do you know when Tri-State first 20 spoke out publicly regarding their opposition to 21 Riverdale Materials' conditional use request? 22 A It believe it was at zoning meetings. 23 Q Okay. And prior to the zoning meetings, did 24 Tri-State express their environmental concerns to</p>

Pages 42 to 45

Jeff Germany

March 3, 2020

<p style="text-align: right;">46</p> <p>1 anyone?</p> <p>2 A Not -- not that I'm aware of.</p> <p>3 Q Okay. What environmental concerns do you</p> <p>4 have relating to Riverdale Materials' property at</p> <p>5 1201 West 138th Street?</p> <p>6 A That there's not proper drainage, as we have.</p> <p>7 Plus, there's also reports that there's not some</p> <p>8 savory things that have been put there and placed</p> <p>9 there.</p> <p>10 Q What do you mean by that?</p> <p>11 A I don't know. It's in the report, I guess.</p> <p>12 Q What report are you referring to?</p> <p>13 A Well, isn't it in the packet regarding it</p> <p>14 being used as a scrap yard in the past, about the</p> <p>15 Fritz?</p> <p>16 Q Are you referring to the lawsuit in 1962 that</p> <p>17 describes the property?</p> <p>18 A I'm guessing, yes.</p> <p>19 Q Or are you referring to the report that the</p> <p>20 company whom your mom retained did relating to the</p> <p>21 retention pond?</p> <p>22 A I would say the Fritz deal.</p> <p>23 Q Okay.</p> <p>24 MR. LAROSE: The '62 deal?</p>	<p style="text-align: right;">48</p> <p>1 A Well, what may be on the site or what is on</p> <p>2 the site.</p> <p>3 Q Okay. So was it more about materials --</p> <p>4 hazardous materials being processed at that site?</p> <p>5 A Not being processed because that's not what</p> <p>6 they were looking to do there. It's the site itself.</p> <p>7 Q Okay. So Riverdale Materials wasn't seeking</p> <p>8 to deal with hazardous waste, correct?</p> <p>9 A From my understanding, no.</p> <p>10 Q Okay. So Tri-State's criticism was that --</p> <p>11 was what about hazardous waste?</p> <p>12 A About the site being...</p> <p>13 Q About the site containing hazardous waste?</p> <p>14 A Yes, again, an environmental issue.</p> <p>15 Q Was there ever any allegations that the site</p> <p>16 on which Tri-State operates contains hazardous waste?</p> <p>17 A Not that I'm aware of.</p> <p>18 Q Okay. And so the second criticism regarding</p> <p>19 the already contaminated state of the proposed</p> <p>20 Riverdale Materials' site is that same criticism,</p> <p>21 correct?</p> <p>22 A I would assume so, yes.</p> <p>23 Q And then Tri-State also criticized allowing</p> <p>24 Riverdale Materials to operate there because of</p>
<p style="text-align: right;">47</p> <p>1 THE WITNESS: Yeah, the '62 deal.</p> <p>2 MR. LAROSE: Okay.</p> <p>3 THE WITNESS: I'm going to take a break and</p> <p>4 go to the bathroom, though, real quick.</p> <p>5 MS. BLAKE: Okay.</p> <p>6 (A brief recess was taken.)</p> <p>7 BY MS. BLAKE:</p> <p>8 Q All right. I'm going to show you what was</p> <p>9 previously marked as Exhibit D to Sheryl Germany's</p> <p>10 deposition. It's the Second Amended Complaint.</p> <p>11 So on page 10 of that complaint,</p> <p>12 paragraph 58, it lists the criticisms that Tri-State</p> <p>13 issued publicly against Mayor Jackson's</p> <p>14 administration as it relates to Riverdale Materials.</p> <p>15 Do you see those?</p> <p>16 A Yes.</p> <p>17 Q What criticisms did Tri-State have regarding</p> <p>18 hazardous waste?</p> <p>19 A Being properly handled.</p> <p>20 Q Were you under the impression that Riverdale</p> <p>21 Materials would not handle hazardous waste correctly?</p> <p>22 A Who's to know?</p> <p>23 Q Is that what your criticism was, that</p> <p>24 Riverdale Materials wouldn't handle it correctly?</p>	<p style="text-align: right;">49</p> <p>1 stormwater runoff and drainage?</p> <p>2 A Yes.</p> <p>3 Q What was that criticism about?</p> <p>4 A You're supposed to have retention ponds.</p> <p>5 Q Why did you think that they were supposed to</p> <p>6 have a retention pond?</p> <p>7 A Because of the size of the property and what</p> <p>8 they planned on doing.</p> <p>9 Q Did you believe that it was within</p> <p>10 Tri-State's knowledge to know what properties in the</p> <p>11 Village require stormwater drainage and runoff, or is</p> <p>12 that the decisionmaking for like a governmental</p> <p>13 agency?</p> <p>14 A You would assume it would be a governmental</p> <p>15 agency.</p> <p>16 Q Okay. Do you understand that MWRD makes</p> <p>17 decisions regarding --</p> <p>18 A Yes.</p> <p>19 Q -- stormwater runoff and drainage?</p> <p>20 MR. LAROSE: Let her finish -- let her</p> <p>21 finish the question, please.</p> <p>22 BY MS. BLAKE:</p> <p>23 Q Do you understand that the MWRD makes</p> <p>24 decisions regarding stormwater runoff and drainage at</p>

Pages 46 to 49

Jeff Germany

March 3, 2020

<p style="text-align: right;">50</p> <p>1 properties in the Village?</p> <p>2 A Yes.</p> <p>3 Q Did Tri-State not believe that MWRD would</p> <p>4 make the appropriate decisions in regard to that</p> <p>5 site?</p> <p>6 A That I'm not sure of.</p> <p>7 Q The criticisms about the lack of any</p> <p>8 financial security required by the Village to be</p> <p>9 posted by Riverdale Materials, what does that entail?</p> <p>10 A Well, a cleanup bond and a surety bond.</p> <p>11 Q I understand the first one is a cleanup bond.</p> <p>12 What was the second one you said?</p> <p>13 A Well, a cleanup bond would be pretty much the</p> <p>14 same thing, so that way -- for anything left on-site</p> <p>15 if they were ever to close.</p> <p>16 Q When Tri-State began operating in the</p> <p>17 Village, were they required to post a cleanup bond?</p> <p>18 A That I'm unaware of.</p> <p>19 Q Okay. In regards to criticisms about the</p> <p>20 lack of any requirements that Riverdale Materials pay</p> <p>21 any royalties to the Village, what did those</p> <p>22 criticisms entail?</p> <p>23 A Well, I know that the meeting we had with</p> <p>24 Dave Gonzalez and Mayor Jackson, it was relayed to us</p>	<p style="text-align: right;">52</p> <p>1 takes C and D, takes MSW, yard waste, tires. It's</p> <p>2 all materials that come across.</p> <p>3 Q Okay. And so you are criticizing the Village</p> <p>4 because they had initially agreed in your private</p> <p>5 meeting to require Riverdale Materials to pay equal</p> <p>6 or greater royalties than Tri-State and that that was</p> <p>7 not going to be the case any longer?</p> <p>8 A Yes.</p> <p>9 Q And how did you know that wasn't going to be</p> <p>10 the case any longer?</p> <p>11 A From the things that they were reporting on</p> <p>12 from the meetings.</p> <p>13 Q And how would Riverdale Materials not paying</p> <p>14 the same or greater royalties affect Tri-State?</p> <p>15 A Put them at more of a competitive advantage</p> <p>16 over us.</p> <p>17 Q You also -- the complaint also lists that</p> <p>18 Tri-State voiced criticisms about how Riverdale</p> <p>19 Materials' site would cause a decline in adjoining</p> <p>20 property values. Where did that information come</p> <p>21 from?</p> <p>22 A That -- based on environmental issues.</p> <p>23 Q Has -- do you know whether or not adjoining</p> <p>24 property values have declined?</p>
<p style="text-align: right;">51</p> <p>1 that they would pay equal to or greater than the</p> <p>2 royalties paid by Tri-State to the Village.</p> <p>3 Q And who made that comment, the mayor or</p> <p>4 Mr. Gonzalez?</p> <p>5 A It was the mayor.</p> <p>6 Q Okay. And was that after you requested that</p> <p>7 the Village do that?</p> <p>8 A No, we -- we had stated that we wanted to</p> <p>9 make sure it's a fair playing field and that, you</p> <p>10 know, all the things that we have to follow through</p> <p>11 with...</p> <p>12 Q Okay. Explain to me how you paid the Village</p> <p>13 royalties, like what that amount is or what the</p> <p>14 percentage is, how often it was paid, things like</p> <p>15 that. I don't know, so I'm trying to learn.</p> <p>16 A It's paid per every ton that comes across our</p> <p>17 scale.</p> <p>18 Q Okay.</p> <p>19 A It's a flat fee, so many cents per ton, paid</p> <p>20 monthly.</p> <p>21 Q And so the royalties relate to the transfer</p> <p>22 station?</p> <p>23 A Yes. For the whole operation, though. It</p> <p>24 takes C and D, everything. The transfer station</p>	<p style="text-align: right;">53</p> <p>1 A Not that I'm aware of.</p> <p>2 Q The complaint also lists that Tri-State</p> <p>3 voiced criticisms about there being no need for an</p> <p>4 additional waste transfer station in Riverdale.</p> <p>5 Can you talk to me about your</p> <p>6 knowledge of those criticisms?</p> <p>7 A That there's not enough volume to necessitate</p> <p>8 one.</p> <p>9 Q Where is the next nearest transfer station?</p> <p>10 A There's one right around 103rd and Doty, one</p> <p>11 in Homewood, and one in Crestwood.</p> <p>12 Q And the location operated by Brackenbox in</p> <p>13 Markham is not a transfer station?</p> <p>14 A It's a C and D site.</p> <p>15 Q Okay. The complaint also lists criticisms by</p> <p>16 Tri-State about Mayor Jackson stacking the deck with</p> <p>17 the planning commission and zoning board of appeals.</p> <p>18 What was that criticism relating to?</p> <p>19 A From my understanding, the board was not</p> <p>20 fully complete.</p> <p>21 Q Any other understanding about that?</p> <p>22 A Yes, there was one member of the board on</p> <p>23 there that their term had expired and they stayed on</p> <p>24 there for a while after their term had expired, and</p>

Pages 50 to 53

Jeff Germany

March 3, 2020

<p style="text-align: right;">54</p> <p>1 when they found out that they were against the 2 proposed plan of Riverdale Materials, they were 3 replaced, yet they were voluntarily staying on. 4 Q Okay. Did you talk to any members of the 5 zoning board in Riverdale regarding Tri-State's 6 opposition to Riverdale Materials? 7 A I myself, no. 8 Q Did your mom speak to anyone on the Riverdale 9 zoning board regarding Tri-State's opposition to 10 Riverdale Materials? 11 A Not -- I'm sure she had, but I don't know 12 who. 13 Q Okay. 14 MR. LAROSE: You're guessing? 15 THE WITNESS: I'm guessing. 16 MR. LAROSE: Please don't do that. Okay? 17 If you know, tell her you know. If you don't know, 18 tell her you don't know. 19 BY MS. BLAKE: 20 Q Did you know any members of the zoning board 21 of appeals? 22 A No. 23 Q The complaint also lists Tri-State's 24 criticisms about improper procedures used at the</p>	<p style="text-align: right;">56</p> <p>1 Q Why? 2 A Because there was concerns there and they 3 didn't really care to hear people's concerns. And it 4 wasn't just Tri-State. There was, I guess, residents 5 too that were concerned about it too. The one that I 6 do know was the ex-mayor. 7 Q And who's the ex-mayor? 8 A What was it? Deyon Dean I think his name is. 9 Q Was it your understanding that the Village 10 heard your criticisms and complaints? 11 A Yes, it was my understanding. 12 Q Okay. Was it your understanding that they 13 just -- sorry. Strike that. 14 So you understood the Village at 15 least heard your criticisms, correct? 16 A Yes. 17 Q Okay. And your complaint in paragraph 73, 18 which is page 14, Tri-State lists actions by Mayor 19 Jackson that Tri-State believes were in retaliation 20 for those public criticisms relating to Riverdale 21 Materials. 22 And one of those retaliatory actions 23 was soliciting competitors for the spring cleanup, 24 even though this was part of Tri-State's existing</p>
<p style="text-align: right;">55</p> <p>1 public hearings. 2 And I don't think that's an issue any 3 longer in the lawsuit, that's why I'm going to skip 4 that question. 5 And then in regards to various other 6 criticisms, we covered that in your mom's dep. 7 So did Tri-State continue to provide 8 garbage collection services to the Village of 9 Riverdale through the end of its contract term 10 despite Tri-State's public criticisms relating to 11 Riverdale Materials? 12 A Yes. 13 Q And to this date, Tri-State continues to 14 operate a business in Riverdale, correct? 15 A Yes. 16 Q And Tri-State also continues to pursue this 17 lawsuit against the Village and the mayor, correct? 18 A Yes. 19 Q Okay. The Village eventually granted a 20 conditional use to Riverdale Materials despite your 21 objections. 22 Did you consider this to be a Village 23 action against Tri-State? 24 A Yes.</p>	<p style="text-align: right;">57</p> <p>1 contract, and then failing to cooperate with 2 Tri-State to schedule and conduct a spring cleanup, 3 as provided in Tri-State's contract, and instead 4 bidding it to someone else. Do you see that? 5 A Yes. 6 Q Okay. And do you understand that this 7 occurred in 2018? 8 A Yes. 9 Q Did you provide -- did Tri-State provide the 10 spring cleanup in 2019? 11 A Yes. 12 Q Was the spring cleanup a free service 13 provided by Tri-State? 14 A It was included in our contract. 15 Q You and your mom had the same exact answer to 16 that one. 17 MR. LAROSE: Because it's the right answer. 18 MS. BLAKE: Can you even believe it? 19 MR. LAROSE: I'm not sure what you don't 20 understand. It's included as part of the bid, so 21 it's not free. 22 MS. BLAKE: I was just making a joke. We've 23 been here for hours. 24 MR. LAROSE: I know.</p>

Pages 54 to 57

Jeff Germany

March 3, 2020

<p style="text-align: right;">58</p> <p>1 MS. BLAKE: And it is the truth, they had</p> <p>2 the same exact words.</p> <p>3 MR. LAROSE: I got it. I got it. And they</p> <p>4 weren't even coached on that one.</p> <p>5 MS. BLAKE: Sure.</p> <p>6 MR. LAROSE: That was a joke. We have been</p> <p>7 here for hours. Sorry I'm even talking, so we can</p> <p>8 get out of here quicker.</p> <p>9 BY MS. BLAKE:</p> <p>10 Q Did the Village have to pay Tri-State any</p> <p>11 additional compensation to provide the spring</p> <p>12 cleanup?</p> <p>13 A No.</p> <p>14 Q How did not providing this service negatively</p> <p>15 impact Tri-State?</p> <p>16 A Well, it hurt -- it hurt our reputation. I</p> <p>17 mean, we had -- it made us look incompetent.</p> <p>18 Residents were used to calling our office and asking</p> <p>19 specifics regarding it, but we had no information to</p> <p>20 give them. We had to constantly refer them to call</p> <p>21 the Village Hall. And I know at times the Village</p> <p>22 Hall got overwhelmed with phone calls.</p> <p>23 Q In your role within Tri-State, who did you</p> <p>24 generally have the most communication with, if</p>	<p style="text-align: right;">60</p> <p>1 A That is correct.</p> <p>2 Q Okay.</p> <p>3 A Neither by phone or e-mail.</p> <p>4 Q Were you informed by your attorney -- and</p> <p>5 this is just yes or no. I'm not asking for details</p> <p>6 of the conversation -- that Tri-State was requested</p> <p>7 to schedule the 2018 spring cleanup with the Village</p> <p>8 on May 23rd, 2018?</p> <p>9 A Yes, I was aware.</p> <p>10 Q And did Tri-State perform that cleanup in May</p> <p>11 of 2018?</p> <p>12 A No, because one was already performed.</p> <p>13 Q Did Tri-State -- I'm sorry, you answered</p> <p>14 that. Tri-State did perform the spring cleanup in</p> <p>15 2019, right?</p> <p>16 A Yes.</p> <p>17 Q Did not performing the spring cleanup in 2018</p> <p>18 deter Tri-State from speaking out against the mayor</p> <p>19 or continuing to pursue this lawsuit?</p> <p>20 A Not deter, no.</p> <p>21 Q Why do you believe the inability to perform</p> <p>22 the free spring cleanup in 2018 was in retaliation</p> <p>23 for your public criticisms of the Riverdale</p> <p>24 Materials' conditional use of approval months</p>
<p style="text-align: right;">59</p> <p>1 anyone, in the Village?</p> <p>2 A In the past or...</p> <p>3 Q Right.</p> <p>4 A In the past it would always be whoever was</p> <p>5 the Public Works director.</p> <p>6 Q Okay. And like what -- what relationship did</p> <p>7 you have with the Public Works director, what would</p> <p>8 you guys generally communicate about?</p> <p>9 A If they needed special services above and</p> <p>10 beyond the scope of the contract.</p> <p>11 Q So if there was a special event and they</p> <p>12 needed extra dumpsters or something like that?</p> <p>13 A Or had a business that was foreclosed on that</p> <p>14 had sat there and it was a public nuisance, they'd</p> <p>15 have us clean it up or whatnot, you know. Extra</p> <p>16 debris and vacant lots, if they didn't do it, you</p> <p>17 know, and they needed just a couple things picked up,</p> <p>18 we would do it for them, stuff of that nature.</p> <p>19 Q Okay. Did you coordinate the spring cleanup</p> <p>20 usually with the Public Works Department?</p> <p>21 A Yes, I did.</p> <p>22 Q Okay. And in 2018 you weren't able to get a</p> <p>23 response from Public Works regarding the scheduling</p> <p>24 of the spring cleanup?</p>	<p style="text-align: right;">61</p> <p>1 earlier?</p> <p>2 A I believe they hurt our reputation.</p> <p>3 MR. LAROSE: That's not what she asked.</p> <p>4 Listen to the question.</p> <p>5 BY MS. BLAKE:</p> <p>6 Q Why do you believe the inability to perform</p> <p>7 the spring cleanup in 2018 was in retaliation for</p> <p>8 Tri-State's criticisms of the Riverdale Materials'</p> <p>9 conditional use approval?</p> <p>10 A Say that again.</p> <p>11 Q Why do you believe the inability to perform</p> <p>12 the free spring cleanup in 2018 was in retaliation</p> <p>13 for your public criticisms of the Riverdale</p> <p>14 Materials' conditional use approval?</p> <p>15 A Why it was in retaliation?</p> <p>16 Q Do you believe it was retaliation?</p> <p>17 A Yes.</p> <p>18 Q Why?</p> <p>19 A Because they wanted to hurt our reputation</p> <p>20 with the residents.</p> <p>21 Q And that's your subjective belief?</p> <p>22 A Yes.</p> <p>23 Q Do you have any objective information that</p> <p>24 this was retaliation?</p>

Pages 58 to 61

Jeff Germany

March 3, 2020

<p style="text-align: right;">62</p> <p>1 A Just by the timeline of how it fit in 2 because... 3 Q What specific damage has Tri-State suffered 4 as a result of the mayor's alleged denial to allow 5 Tri-State to perform a spring cleanup in 2018? 6 A Alleged damages you said? 7 Q Yeah, or, you know, what -- how has Tri-State 8 suffered because they didn't perform the May -- I'm 9 sorry, the 2018 spring cleanup? 10 A We were not given a chance on future work 11 within the Village. 12 Q What business did you lose specifically 13 because you weren't allowed to do the spring cleanup 14 in 2018? 15 A I believe that we weren't invited for the -- 16 we weren't given a chance at the RFP. 17 Q For the Village of Riverdale's garbage 18 collection? 19 A Yes. 20 Q If you had performed the spring cleanup as 21 requested in May of 2018, do you believe that you 22 would have been given a chance at an RFP for the 23 garbage collection services? 24 MR. LAROSE: Objection to the form. They</p>	<p style="text-align: right;">64</p> <p>1 contracted to perform for the Village, was it? 2 A No. 3 Q Okay. So in May, late May, when you were 4 asked to perform -- Tri-State was asked to perform 5 the cleanup, Tri-State decided not to perform the 6 cleanup, correct? 7 A Yes. 8 Q Okay. If Tri-State had decided to perform 9 the May 2018 cleanup at the request of the Village, 10 do you think that they would have been given a chance 11 at the RFP for garbage collection? 12 A No. 13 Q Okay. Another retaliatory action Tri-State 14 alleges against Mayor Jackson is that he issued a 15 letter falsely stating that Tri-State representatives 16 had harassed the mayor and his staff, and that was a 17 letter that was received April 25th of 2018. 18 Are you familiar with Mayor Jackson's 19 letter of that date? 20 A Yes, I am. 21 Q Okay. And that letter was sent well after 22 the conditional use had been granted to Riverdale 23 Materials by the Village board, correct? 24 A Yes.</p>
<p style="text-align: right;">63</p> <p>1 were never requested to do the spring cleanup until 2 after it was already done. 3 BY MS. BLAKE: 4 Q Did you do the spring cleanup in May of 2018? 5 A No. 6 Q Did you do the spring cleanup -- did 7 Tri-State do the spring cleanup as contemplated in 8 their contract? 9 A For 2018? 10 Q For 2018. 11 A No. 12 Q Okay. 13 A Because we were never given a day, and there 14 was no correspondence to set up a mutually agreed 15 upon day to have the cleanup. 16 Q But then in May of 2018, when the Village 17 said, please perform the cleanup, you decided, no, 18 because you believed subjectively that another 19 company had already done the cleanup? 20 A There was -- there was already a flier out 21 that -- that they had a cleanup on May 5th. 22 Q That wasn't your company, correct? 23 A No, it wasn't. 24 Q That wasn't the spring cleanup that you</p>	<p style="text-align: right;">65</p> <p>1 Q Did the Village ever complain about 2 Tri-State's services before 4-25-18? 3 A No. 4 Q Why did Tri-State consider this a false 5 letter? 6 A Because there was nobody harassing -- we were 7 calling for payment at that time. The mayor even 8 gave us his personal cell phone number for any issues 9 regarding payments and that. 10 Q Who was calling for payment? 11 A Kathy Bohse. 12 Q Did Mayor Jackson's April 2018 letter deter 13 Tri-State from speaking out against the mayor or 14 continuing to pursue this lawsuit? 15 A No. 16 Q Do you believe this letter was retaliation 17 for your public criticisms of the Riverdale 18 Materials' conditional use approval? 19 A Yes. 20 Q Why? 21 A Because it fits in the timeline of us 22 objecting, and we never had problems in the past with 23 anybody else in the Village. 24 Q What timeline of objecting are you referring</p>

Pages 62 to 65

Jeff Germany

March 3, 2020

<p style="text-align: right;">66</p> <p>1 to because the conditional use had been granted like</p> <p>2 in November of 2017 and this letter came at the end</p> <p>3 of April 2018?</p> <p>4 A Because we had a good working relationship up</p> <p>5 until things starting happening with that property</p> <p>6 and we started questioning things; and things that we</p> <p>7 questioned, you know, and the answers we were given,</p> <p>8 did not, you know, mesh up with what was being sought</p> <p>9 after by Riverdale Materials. And then that's when</p> <p>10 we voiced our opinions, our criticisms.</p> <p>11 Q So did you consider every action after you</p> <p>12 began to voice criticisms against Riverdale Materials</p> <p>13 to be retaliatory?</p> <p>14 MR. LAROSE: Only those in paragraph 73</p> <p>15 because that's what we've alleged.</p> <p>16 MS. BLAKE: Are you testifying?</p> <p>17 MR. LAROSE: I'd like to.</p> <p>18 MS. BLAKE: I'm sure you would.</p> <p>19 Can you repeat my question?</p> <p>20 (Record read back as requested.)</p> <p>21 THE WITNESS: Yes, everything that was</p> <p>22 stated.</p> <p>23 BY MS. BLAKE:</p> <p>24 Q Okay.</p>	<p style="text-align: right;">68</p> <p>1 been late in paying invoices?</p> <p>2 A No, not really.</p> <p>3 Q What do you mean by not really?</p> <p>4 A We -- we allowed them, you know -- they were</p> <p>5 within standards.</p> <p>6 Q What are standards?</p> <p>7 A 30, 40 days, sometimes 45, depending on mail.</p> <p>8 Q And so in the time that Riverdale had a</p> <p>9 contract with Tri-State, they always paid within 40</p> <p>10 days until after this issue with Riverdale Materials?</p> <p>11 A That is correct.</p> <p>12 Q Okay. Do you know of any other Riverdale</p> <p>13 contractors that were not being paid on time in 2018</p> <p>14 and 2019?</p> <p>15 A No, not that I'm aware of.</p> <p>16 Q If you became aware of other Riverdale</p> <p>17 contractors that weren't being paid on time in 2018</p> <p>18 and 2019, would that change your assumption regarding</p> <p>19 the retaliatory nature of the delays in your</p> <p>20 payments?</p> <p>21 A Depending on the severity of them.</p> <p>22 Q Okay. Also in your complaint you state that</p> <p>23 Mayor Jackson was retaliatory by failing and refusing</p> <p>24 to pay invoices that the Village was obligated to pay</p>
<p style="text-align: right;">67</p> <p>1 A In the amended complaint.</p> <p>2 Q Why wasn't this letter just taken as a</p> <p>3 customer complaint?</p> <p>4 A Because how can you do business with a</p> <p>5 customer if you cease communications and only go by</p> <p>6 e-mail? It hindered our job. It hindered our</p> <p>7 ability to do our job effectively and efficiently and</p> <p>8 thoroughly and in a full capacity that the residents</p> <p>9 had come to expect out of us.</p> <p>10 Q Do you believe filing a lawsuit against the</p> <p>11 Village hindered your ability to do your job</p> <p>12 effectively and efficiently for the Village?</p> <p>13 A Just filing our lawsuit?</p> <p>14 Q Yes.</p> <p>15 A No.</p> <p>16 Q Not at all, huh?</p> <p>17 A No, because we still -- we still operated</p> <p>18 under the terms of our agreement.</p> <p>19 Q Okay. Did you have anything to do with</p> <p>20 invoicing the Village or collecting payments from the</p> <p>21 Village?</p> <p>22 A I did a little bit of both. I did all the</p> <p>23 invoicing.</p> <p>24 Q Prior to April of 2018, had the Village ever</p>	<p style="text-align: right;">69</p> <p>1 to Tri-State, which amounted to more than \$260,000</p> <p>2 for the months of January, February, March, and April</p> <p>3 of 2018, and to date amounts to more than \$199,000</p> <p>4 for the months of February, March and April of 2019,</p> <p>5 despite a demand by Tri-State that these delinquent</p> <p>6 amounts be paid, correct?</p> <p>7 A Yes.</p> <p>8 Q Okay.</p> <p>9 A And it only got worse from there.</p> <p>10 Q And what do you mean by that?</p> <p>11 A It got farther and farther delayed as time</p> <p>12 went on.</p> <p>13 Q So as of today -- or as of yesterday,</p> <p>14 Riverdale paid their final invoice to Tri-State,</p> <p>15 correct?</p> <p>16 A They paid July's invoice, but we believe that</p> <p>17 there's still interest due.</p> <p>18 Q Right. I was trying to make that distinction</p> <p>19 because I already talked to your mom about this, so I</p> <p>20 will restate it differently.</p> <p>21 The last outstanding invoice for</p> <p>22 services from July of 2019 was paid by the Village</p> <p>23 yesterday?</p> <p>24 A Yes.</p>

Pages 66 to 69

Jeff Germany

March 3, 2020

<p style="text-align: right;">70</p> <p>1 Q But Tri-State believes that there still may 2 be outstanding interest owed by the Village, but 3 hasn't billed the Village for that interest yet, 4 correct?</p> <p>5 A That is correct.</p> <p>6 Q What amount of interest are you under the 7 impression will be charged to Riverdale?</p> <p>8 A We're still calculating that. We're looking 9 into that.</p> <p>10 Q And are you charging them interest based on 11 some contract you had with the Village?</p> <p>12 A Industry standard of 1.5 percent a month.</p> <p>13 Q Okay.</p> <p>14 A In which they've paid in the past.</p> <p>15 Q When did they pay the monthly five percent 16 (sic) per month in the past?</p> <p>17 A On other past due bills.</p> <p>18 Q So if you're getting -- if you're getting 19 paid 1.5 percent --</p> <p>20 MS. BLAKE: If you're going to coach him, 21 take a break. All the whispering and stuff is 22 totally distracting to me.</p> <p>23 MR. LAROSE: I'm sorry.</p> <p>24 MS. BLAKE: That's okay.</p>	<p style="text-align: right;">72</p> <p>1 hard.</p> <p>2 Q Did you ever discuss Riverdale property tax 3 collections with anyone in the Village as a reason 4 for a delay in payments?</p> <p>5 A There was something made note of that, but 6 that was -- no, no. I correct that. The only tax 7 collection was about to see where they would be about 8 helping us reduce our taxes, not about payments.</p> <p>9 Q Were your property taxes ever decreased?</p> <p>10 A Not with the help of the mayor or anybody 11 from the Village.</p> <p>12 Q Were your property taxes ever decreased?</p> <p>13 A They fluctuate yearly. I don't -- I don't 14 know the actual dollars and cents of the property 15 taxes. I don't see them, but we do appeal them every 16 year.</p> <p>17 Q Have they gone down after 2016?</p> <p>18 A I have not had any information on that.</p> <p>19 Q Okay. Why do you believe that the late 20 payment was in response to Tri-State's actions in 21 2017 relating to Riverdale Materials?</p> <p>22 A Why were the late payments -- can you please 23 say that again?</p> <p>24 Q Why do you believe that the delayed payments</p>
<p style="text-align: right;">71</p> <p>1 MR. LAROSE: I didn't even realize I was 2 doing it.</p> <p>3 BY MS. BLAKE:</p> <p>4 Q Okay. 1.5 percent a month was paid in the 5 past by the Village for other past due bills.</p> <p>6 If you expect them to pay the 1.5 7 percent for their last outstanding bills, what other 8 damage does Tri-State have based on the delay in 9 these payments?</p> <p>10 A It causes a ripple effect in the business. 11 It hinders what growth you can have, you know, 12 especially -- that doesn't cover our offset. We 13 still had to pay our labor, our disposal costs, all 14 of our major overhead, and who knows even how long 15 that could have gone on, let alone if we would have 16 ever been paid.</p> <p>17 Q Do you charge 1.5 percent per month for past 18 due payments from other clients?</p> <p>19 A Yes.</p> <p>20 Q Okay. And did those late payments from other 21 clients also cause a ripple effect which hinders your 22 growth?</p> <p>23 A Yes, but they're not nowhere near the 24 severity; being our largest single contract, it was</p>	<p style="text-align: right;">73</p> <p>1 from the Village was a response to Tri-State's 2 actions in 2017 relating to Riverdale Materials?</p> <p>3 A They were trying to hurt us economically.</p> <p>4 Q In your opinion?</p> <p>5 A In my opinion, yes.</p> <p>6 Q Did it hurt you economically?</p> <p>7 A Yeah, we --</p> <p>8 Q You, Tri-State?</p> <p>9 A Yes, we had to watch everything we did.</p> <p>10 Q Is that -- is there any accounting detail or 11 any list of, you know, itemizing what damages you 12 incurred because of this monetarily?</p> <p>13 A We'd have to come up with that, if -- if it's 14 even calculatable.</p> <p>15 Q Okay. Did the late payments deter Tri-State 16 from speaking out against the mayor or continuing to 17 pursue this lawsuit?</p> <p>18 A No, it didn't deter us.</p> <p>19 Q Okay. The complaint at paragraph 135 alleges 20 that the Village breached its contract with Tri-State 21 by failing to pay Tri-State for invoices that we've 22 previously discussed.</p> <p>23 MR. LAROSE: I'm sorry, Erin, what paragraph 24 again?</p>

Pages 70 to 73

Jeff Germany

March 3, 2020

<p style="text-align: right;">74</p> <p>1 MS. BLAKE: 135.</p> <p>2 BY MS. BLAKE:</p> <p>3 Q And as testified to earlier, there's</p> <p>4 currently no outstanding payments other than some</p> <p>5 potential interest that you may charge them; is that</p> <p>6 correct?</p> <p>7 A That is correct.</p> <p>8 Q You also allege that the Village breached its</p> <p>9 contract with Tri-State by failing to cooperate with</p> <p>10 Tri-State to schedule and conduct the spring cleanup</p> <p>11 as provided in Tri-State's contract, correct?</p> <p>12 A Yes.</p> <p>13 Q Okay. And we've discussed everything -- do</p> <p>14 you have anything else to say about the spring</p> <p>15 cleanup that you think is relevant to the breach of</p> <p>16 contract claim?</p> <p>17 A No.</p> <p>18 MR. LAROSE: Can I coach him on that one?</p> <p>19 MS. BLAKE: No.</p> <p>20 BY MS. BLAKE:</p> <p>21 Q Are you alleging that Tri-State breached its</p> <p>22 contract in any other respects?</p> <p>23 A You mean the Village of Riverdale breached</p> <p>24 their contract?</p>	<p style="text-align: right;">76</p> <p>1 due to its competitive disadvantage?</p> <p>2 A Not currently.</p> <p>3 Q If you are going to look into that, what</p> <p>4 would you look at?</p> <p>5 A Volumes year over year.</p> <p>6 Q And that would only, then, be volumes of</p> <p>7 construction and demolition debris because --</p> <p>8 A Well --</p> <p>9 Q -- that is the only similarity in your</p> <p>10 business?</p> <p>11 A Well, but, now, that also plays into us</p> <p>12 losing the contract, doesn't it? By them moving</p> <p>13 forward with this, though, it ended up us costing our</p> <p>14 contract too, though.</p> <p>15 Q That's -- that's your belief?</p> <p>16 A Yeah.</p> <p>17 Q Yeah. But your contract was up with the</p> <p>18 Village, correct?</p> <p>19 A Yes.</p> <p>20 Q So you would look at volumes and then also</p> <p>21 point to the -- the loss of the Village contract. Is</p> <p>22 that what you're saying?</p> <p>23 A Yes.</p> <p>24 Q And so the volumes you would look at would</p>
<p style="text-align: right;">75</p> <p>1 MS. BLAKE: I'm sorry, yes. I'm losing</p> <p>2 speed.</p> <p>3 THE WITNESS: No, I don't.</p> <p>4 BY MS. BLAKE:</p> <p>5 Q All right. In paragraph 118 of your</p> <p>6 complaint, Tri-State alleges that it has and will</p> <p>7 continue to suffer damages by loss of income through</p> <p>8 unequal treatment and competitive disadvantage.</p> <p>9 What evidence do you have of loss of</p> <p>10 income based on Riverdale's approval of a conditional</p> <p>11 use to Riverdale Materials in 2017 as it relates to</p> <p>12 competitive disadvantage?</p> <p>13 A Because they don't have all the same</p> <p>14 guidelines to follow. For instance, they didn't have</p> <p>15 to put up a surety bond, the cleanup bond, whatever</p> <p>16 you want to call it. They don't have to pay a host</p> <p>17 fee, which we do. It helps them with their</p> <p>18 competitive advantage against us, where they can be</p> <p>19 cheaper.</p> <p>20 Q Do you know that they're cheaper than</p> <p>21 Tri-State?</p> <p>22 A I don't know what their pricing is.</p> <p>23 Q Do you have any itemization of damages</p> <p>24 relating to the loss of income Tri-State has suffered</p>	<p style="text-align: right;">77</p> <p>1 relate to C and D?</p> <p>2 A Or whatever that they would be allowed to</p> <p>3 accept.</p> <p>4 Q What income have you lost based on</p> <p>5 environmental issues at Riverdale Materials' site?</p> <p>6 A I don't have a number.</p> <p>7 Q Is there a number?</p> <p>8 A There's a number for everything. Could be.</p> <p>9 Q How would you come about finding that number?</p> <p>10 A I don't know. I haven't talked to the right</p> <p>11 people yet.</p> <p>12 Q If you were losing income due to the</p> <p>13 environmental problems at Riverdale Materials' site,</p> <p>14 do you believe that you would have purchased the</p> <p>15 retention pond?</p> <p>16 Your complaint alleges that you,</p> <p>17 Tri-State, has suffered some kind of harm based on</p> <p>18 the environmental condition at 1201 West 138th</p> <p>19 Street.</p> <p>20 A Okay.</p> <p>21 Q Do you agree?</p> <p>22 A That Tri-State?</p> <p>23 Q Yes. It's paragraph 118.</p> <p>24 A Yeah. No, I know. Is this in regards to</p>

Pages 74 to 77

Jeff Germany

March 3, 2020

<p style="text-align: right;">78</p> <p>1 what was going on there previously and the state of</p> <p>2 the property as it was or to what they were going to</p> <p>3 do operating there?</p> <p>4 Q I have no idea what your complaint means.</p> <p>5 It's just --</p> <p>6 A Yeah.</p> <p>7 Q What's your understanding of that allegation?</p> <p>8 A Yes, there would be environmental damage.</p> <p>9 Q What environmental damage caused harm to</p> <p>10 Tri-State's business?</p> <p>11 What environmental damage at 1201</p> <p>12 West 138th Street caused any harm or damage to</p> <p>13 Tri-State?</p> <p>14 A That I'm unaware of.</p> <p>15 Q Have you ever approached the Village seeking</p> <p>16 to schedule a settlement conference in relation to</p> <p>17 this case?</p> <p>18 A No.</p> <p>19 Q What is your dad's role at Tri-State?</p> <p>20 A He's the vice president.</p> <p>21 Q What are his job duties?</p> <p>22 A Anything from being a driver to operating</p> <p>23 machinery to being a mechanic to delivering garbage</p> <p>24 cans.</p>	<p style="text-align: right;">80</p> <p>1 A Yes.</p> <p>2 Q Okay. Did you receive or review any</p> <p>3 correspondence that the Village sent out to their</p> <p>4 residents regarding that new contract for garbage</p> <p>5 disposal services?</p> <p>6 A Correspondence as in what? Brochures,</p> <p>7 fliers, mailers, the ordinance?</p> <p>8 Q Any or all.</p> <p>9 A Very basic little things. I think I believe</p> <p>10 I saw a brochure at one time.</p> <p>11 Q That was issued by the Village or by Flood</p> <p>12 Brothers?</p> <p>13 A By Flood Brothers.</p> <p>14 Q Okay.</p> <p>15 A Just an informational.</p> <p>16 Q Did you object to Flood Brothers being</p> <p>17 granted the garbage collection services contract with</p> <p>18 the Village?</p> <p>19 A Well, it was like a no-bid contract. There</p> <p>20 was no RFP given to us, even though we were</p> <p>21 encouraged in the past to bid it, yet we were never</p> <p>22 given anything, so how do we know anything about it?</p> <p>23 Besides that, here is the new contract -- somebody</p> <p>24 else got the service and we're out.</p>
<p style="text-align: right;">79</p> <p>1 Q Okay. Is he knowledgeable about the</p> <p>2 allegations in this lawsuit?</p> <p>3 A I would say no.</p> <p>4 Q Has your dad been involved in any discussions</p> <p>5 with anyone at the Village regarding the issues in</p> <p>6 this lawsuit?</p> <p>7 A No, not that I'm aware of.</p> <p>8 Q Do you know if your dad has talked to Jim</p> <p>9 Bracken regarding the issues in this lawsuit?</p> <p>10 A Not that I'm aware of.</p> <p>11 Q When the Village -- sorry, strike that.</p> <p>12 When your contract was up with the</p> <p>13 Village in July of 2019, your mom mentioned that the</p> <p>14 Village entered into an exclusive contract with their</p> <p>15 next garbage collection provider.</p> <p>16 Are you aware of that exclusive</p> <p>17 contract?</p> <p>18 A Yes.</p> <p>19 Q Okay. What's your understanding of that</p> <p>20 contract?</p> <p>21 A That it was definitely more lucrative than</p> <p>22 the previous contracts.</p> <p>23 Q It's definitely more lucrative to Flood</p> <p>24 Brothers than your contract was with the Village?</p>	<p style="text-align: right;">81</p> <p>1 And there was other things written</p> <p>2 into the contract or a new ordinance passed that they</p> <p>3 then took away any -- the ability to service any of</p> <p>4 our customers that we had service agreements on for</p> <p>5 apartment buildings or condo buildings.</p> <p>6 Q And you're unaware of the legalities behind</p> <p>7 that decision? You never saw any documentation about</p> <p>8 the basis for those decisions?</p> <p>9 A No.</p> <p>10 MS. BLAKE: Okay. Give me one second.</p> <p>11 Okay. That's all I have.</p> <p>12 MR. LAROSE: I've just got a couple things.</p> <p>13 EXAMINATION</p> <p>14 BY MR. LAROSE:</p> <p>15 Q I think you told Erin that you didn't think</p> <p>16 you had privately addressed environmental concerns in</p> <p>17 your meeting with the mayor and Gonzalez, but in that</p> <p>18 meeting did you or did you not discuss the closure or</p> <p>19 financial assurance bond?</p> <p>20 A Yes, we did.</p> <p>21 Q Okay. What's the purpose under your</p> <p>22 understanding for a closure or a financial assurance</p> <p>23 bond?</p> <p>24 A Well, it is for cleanup of the site when the</p>

Pages 78 to 81

Jeff Germany

March 3, 2020

<p style="text-align: right;">82</p> <p>1 site is closed, you know, anything that is left on</p> <p>2 the site to be cleaned up and remediated back to what</p> <p>3 it was.</p> <p>4 Q Or not even close, what if somebody just</p> <p>5 abandons it?</p> <p>6 A Or, yeah, or abandons it.</p> <p>7 Q Okay. And that's the bond that you have?</p> <p>8 A Yes.</p> <p>9 Q Okay. So you did discuss with the mayor, at</p> <p>10 least to this extent, environmental concerns?</p> <p>11 MS. BLAKE: Object to form.</p> <p>12 THE WITNESS: Yes.</p> <p>13 BY MR. LAROSE:</p> <p>14 Q So the site was already a bad and</p> <p>15 contaminated site going back to the '50s and '60s,</p> <p>16 right?</p> <p>17 A From the best of my knowledge, yes.</p> <p>18 Q Okay. Was it your concern or Tri-State's</p> <p>19 concern that the waste operations to be conducted by</p> <p>20 Riverdale Materials would just make it worse?</p> <p>21 MS. BLAKE: Object to form.</p> <p>22 BY MR. LAROSE:</p> <p>23 Q Answer the question.</p> <p>24 A Yes, there was a possibility.</p>	<p style="text-align: right;">84</p> <p>1 E, which is the ordinance. Take a few minutes and</p> <p>2 page through there and tell me if the ordinance</p> <p>3 requires them to pay any royalties or to post any</p> <p>4 closure bond.</p> <p>5 Do you see anything in there about</p> <p>6 paying royalties or posting bond?</p> <p>7 A No, I do not.</p> <p>8 MR. LAROSE: Okay. Stacey, can we mark this</p> <p>9 as G?</p> <p>10 (J. Germany Deposition Exhibit G was marked for</p> <p>11 identification.)</p> <p>12 BY MR. LAROSE:</p> <p>13 Q When Erin was asking you questions and you</p> <p>14 said you coordinated with Public Works, that's not</p> <p>15 the only person or entity within the Village that you</p> <p>16 tried to coordinate with; you tried to coordinate</p> <p>17 with the mayor too, right?</p> <p>18 A Yes.</p> <p>19 Q Okay. When we look at what I've handed you</p> <p>20 as Exhibit G, the first part of it is an e-mail to</p> <p>21 Russell, trying to set up the spring cleanup.</p> <p>22 MS. BLAKE: I'm not looking at the same</p> <p>23 thing. I have a December e-mail.</p> <p>24 MR. LAROSE: I'm sorry. You're not looking</p>
<p style="text-align: right;">83</p> <p>1 Q Okay. Do you have a retention pond at</p> <p>2 Tri-State Disposal?</p> <p>3 A Yes, we have two, one on the west side, one</p> <p>4 on the east side of the property.</p> <p>5 Q Okay. So you have some knowledge as to when</p> <p>6 retention ponds are used or not used, required or not</p> <p>7 required, correct?</p> <p>8 A Some, a little bit.</p> <p>9 Q And you were aware that Riverdale Materials</p> <p>10 didn't have a retention pond, even though their site</p> <p>11 was several acres, correct?</p> <p>12 A Yes.</p> <p>13 Q The ordinance that we've marked as Exhibit E,</p> <p>14 and I'm going to direct you to Section 4, 4, required</p> <p>15 Riverdale Materials to submit a stormwater plan for</p> <p>16 review by the Village engineer.</p> <p>17 Do you know if that ever happened?</p> <p>18 A Not to my knowledge.</p> <p>19 Q There was some questioning, and I'm losing</p> <p>20 steam too, I think it was of both of you, it was</p> <p>21 definitely of your mom, of how do you know what</p> <p>22 they're paying or how do you know that they're not</p> <p>23 paying royalties or that they don't have a bond.</p> <p>24 I'm going to hand you again Exhibit</p>	<p style="text-align: right;">85</p> <p>1 at the same thing because I didn't give you the right</p> <p>2 thing. I'm sorry.</p> <p>3 BY MR. LAROSE:</p> <p>4 Q The first part of Exhibit G is an e-mail</p> <p>5 to -- a Friday, March 16th, e-mail to Mr. Russell at</p> <p>6 the Village trying to set up the spring cleanup.</p> <p>7 Did you ever get any response to</p> <p>8 that?</p> <p>9 A No.</p> <p>10 Q Prior to that, had you tried to call the</p> <p>11 Village?</p> <p>12 A Yes, I did, myself.</p> <p>13 Q And who did you try to talk to?</p> <p>14 A I left messages with the Public Works, the</p> <p>15 person answering the phone at Public Works.</p> <p>16 Q Did you ever get any response to that?</p> <p>17 A No.</p> <p>18 Q So then you didn't get any response, and on</p> <p>19 the bottom part of Exhibit G is a follow-up to the</p> <p>20 mayor on March 20th, trying to set up the spring</p> <p>21 cleanup, copied to a bunch of people at the Village?</p> <p>22 A Yeah.</p> <p>23 Q Did you ever get any response to that?</p> <p>24 A Not a single one.</p>

Pages 82 to 85

Jeff Germany

March 3, 2020

<p style="text-align: right;">86</p> <p>1 Q And wasn't the spring cleanup by contract to</p> <p>2 occur at the students' spring break in April?</p> <p>3 A Yes.</p> <p>4 Q Not on May 23rd?</p> <p>5 A No.</p> <p>6 Q Or May 5th?</p> <p>7 A No.</p> <p>8 Q It was about --</p> <p>9 A It would be on a mutually agreed upon day.</p> <p>10 Q Right.</p> <p>11 A It would not be on anything but an offer day</p> <p>12 between both of us that would work.</p> <p>13 Q And until after this May 5th spring cleanup</p> <p>14 by another contractor occurred, you never heard</p> <p>15 anything from anybody at the Village of Riverdale</p> <p>16 requesting you to do this?</p> <p>17 A No.</p> <p>18 Q And it was only after we complained that you</p> <p>19 didn't let us do this, that Erin Blake sent me a</p> <p>20 letter saying, hey, we'd be happy for you to do this,</p> <p>21 after it had already occurred, right?</p> <p>22 A Yes.</p> <p>23 Q And that was the basis of your -- Tri-State's</p> <p>24 decision not to do it. What, are we idiots? It was</p>	<p style="text-align: right;">88</p> <p>1 do this?</p> <p>2 A No.</p> <p>3 Q Okay. All the things that you went over with</p> <p>4 Erin in paragraph 73, the retaliation, why did you</p> <p>5 think it was retaliation was her questions, and you</p> <p>6 kind of seemed to me like dodged the question a</p> <p>7 little bit, saying it's because they hated us or</p> <p>8 whatever.</p> <p>9 Isn't it a fact that all of those</p> <p>10 things were retaliation because until you complained</p> <p>11 none of that had ever occurred?</p> <p>12 MS. BLAKE: Object to form.</p> <p>13 THE WITNESS: That's correct. We've had</p> <p>14 good working relationships with multiple</p> <p>15 administrations.</p> <p>16 BY MR. LAROSE:</p> <p>17 Q So you had good working relationships, even</p> <p>18 with Jackson's administration, before the criticisms,</p> <p>19 right?</p> <p>20 A Yes.</p> <p>21 Q You got paid relatively on time?</p> <p>22 A Oh, yeah.</p> <p>23 Q 30 to 45 days?</p> <p>24 A Yes.</p>
<p style="text-align: right;">87</p> <p>1 already done. We're not wasting our time. Right?</p> <p>2 A That's correct.</p> <p>3 Q Just so we get this in the record --</p> <p>4 A Yeah, it wasn't -- I mean, it wasn't even</p> <p>5 asked if -- I don't think it was even asked like if</p> <p>6 it would work for us. I mean, it was like you can do</p> <p>7 it on this day.</p> <p>8 Q Right.</p> <p>9 A In a sense.</p> <p>10 MR. LAROSE: Let's make this H and I.</p> <p>11 (J. Germany Deposition Exhibits H and I were</p> <p>12 marked for identification.)</p> <p>13 BY MR. LAROSE:</p> <p>14 Q Okay. So just for information purposes and</p> <p>15 to put them in the record, H and I are -- H is the</p> <p>16 flier regarding the May 5th cleanup by another</p> <p>17 contractor, and I is some poster close to the Village</p> <p>18 Hall with respect to the same thing, correct?</p> <p>19 A Yes, that is correct.</p> <p>20 Q And is that how you knew it was being</p> <p>21 conducted by somebody else?</p> <p>22 A Yes.</p> <p>23 Q You were never called and said, hey, we're</p> <p>24 thinking about somebody else, but do you guys want to</p>	<p style="text-align: right;">89</p> <p>1 Q You were always allowed to communicate with</p> <p>2 the Village with no restrictions?</p> <p>3 A Yes.</p> <p>4 Q You were always allowed and, in fact,</p> <p>5 coordinated the spring cleanup and did the spring</p> <p>6 cleanup, correct?</p> <p>7 A Every year.</p> <p>8 Q And it wasn't until after you criticized</p> <p>9 them, that all this stuff went down?</p> <p>10 A That is correct.</p> <p>11 Q Okay. Erin didn't ask you in paragraph 73</p> <p>12 about the other acts of retaliation. I did go over</p> <p>13 it with your mom. I think that's when we all took a</p> <p>14 Tylenol, but the -- I'm going to show you what's been</p> <p>15 marked as Exhibit C.</p> <p>16 Are you familiar with Exhibit C?</p> <p>17 A Yes.</p> <p>18 Q What is Exhibit C?</p> <p>19 A It was a notice to us that they were going to</p> <p>20 put -- put their waste -- their garbage service</p> <p>21 contract out for bid and that they would like us to</p> <p>22 participate in the bid process.</p> <p>23 Q When this letter came through at the time</p> <p>24 that it did, during this -- these public hearings and</p>

Pages 86 to 89

Jeff Germany

March 3, 2020

<p style="text-align: right;">90</p> <p>1 your criticisms and stuff, how did you interpret it?</p> <p>2 A Myself, I consider it a scare tactic.</p> <p>3 Q Okay. It says that they encourage you to</p> <p>4 participate in the bid process, but, in fact, there</p> <p>5 was never any bid process?</p> <p>6 A That is correct.</p> <p>7 Q You weren't allowed to participate in</p> <p>8 anything with respect to the next contract?</p> <p>9 A That is correct.</p> <p>10 Q Not too long after that, on 4-18-18, you</p> <p>11 received Exhibit F, or your mom did?</p> <p>12 A Can we go back to Exhibit C for a second?</p> <p>13 Q Sure. What do you want to tell us about</p> <p>14 Exhibit C?</p> <p>15 A Never once have I seen something state that</p> <p>16 it was going out for bid almost -- almost two years</p> <p>17 before the termination of their current contract,</p> <p>18 their current agreement, never once.</p> <p>19 Q How does that usually work in your experience</p> <p>20 with other municipalities or even previously with</p> <p>21 Riverdale?</p> <p>22 A Riverdale, we've never had really an issue</p> <p>23 with in the past. We would always go to them and</p> <p>24 stating that -- or they'd come to us stating that the</p>	<p style="text-align: right;">92</p> <p>1 telling you that they're going to RFP it or RFQ it or</p> <p>2 have a bid process and have your involvement; that's</p> <p>3 kind of dropped off the table, right?</p> <p>4 A Yes.</p> <p>5 Q Okay. So you never were able to bid this</p> <p>6 process?</p> <p>7 A No.</p> <p>8 Q Okay. As a result of not bidding it, what</p> <p>9 was the economic effect on you, realizing that</p> <p>10 there's no guarantee that you were going to get the</p> <p>11 bid, but certainly realizing that you think you would</p> <p>12 have been competitive?</p> <p>13 A Well, the economic impact of just the</p> <p>14 standard service contract at its then current state</p> <p>15 was, you know, 60 to \$65,000 per month.</p> <p>16 Q For how long?</p> <p>17 A And that contract was a seven-year contract</p> <p>18 at that point. It was from 2012 to 2019.</p> <p>19 Q What would you have expected the contract to</p> <p>20 be for the term of the contract if you were allowed</p> <p>21 to bid it and you were awarded the contract?</p> <p>22 A Most likely five years, 60 months, that same</p> <p>23 industry standard.</p> <p>24 Q And then when Flood Brothers got the no-bid</p>
<p style="text-align: right;">91</p> <p>1 contract was up -- you know, coming up and what could</p> <p>2 we do going forward? And we'd come to a mutually</p> <p>3 agreed upon deal and we'd continue service without</p> <p>4 lapse.</p> <p>5 Q Let me stop you right there. Those would</p> <p>6 have all been renewals of existing contracts?</p> <p>7 A Yes.</p> <p>8 Q When you got the original contract, your</p> <p>9 understanding was that that was a bid deal?</p> <p>10 A Yes.</p> <p>11 Q Go ahead. Finish --</p> <p>12 A They usually -- they usually -- RFPs or</p> <p>13 notices go out anywhere from three to six months</p> <p>14 before a contract, you know, is to start; and for</p> <p>15 this to go out almost two years in advance is unheard</p> <p>16 of.</p> <p>17 Q Okay. So then let's go to F, the 4-18-18</p> <p>18 notice that they are not going to renew your contract</p> <p>19 and not extend it; that happens a year and a couple</p> <p>20 of months anyway before the term of that. Did you</p> <p>21 look at Exhibit F?</p> <p>22 A Yes, I did.</p> <p>23 Q Okay. So the -- they're telling you that</p> <p>24 they're not going to renew, but now they're not</p>	<p style="text-align: right;">93</p> <p>1 contract, other changes were made to the way refuse</p> <p>2 was picked up in the Village of Riverdale?</p> <p>3 A That is correct. The standard contract</p> <p>4 called for single- and two-unit dwellings to be</p> <p>5 serviced under the current contract. Going forward</p> <p>6 they wrote a new ordinance that the new hauler was</p> <p>7 then able to take over all multi-family units,</p> <p>8 apartment buildings, condo buildings, and, therefore,</p> <p>9 we lost all of that business as well, which was 6 to</p> <p>10 \$8,000 per month. And we had individual contracts</p> <p>11 with the building owners or management companies or</p> <p>12 whatnot.</p> <p>13 MR. LAROSE: That's all I have.</p> <p>14 FURTHER EXAMINATION</p> <p>15 BY MS. BLAKE:</p> <p>16 Q All right. Looking at Exhibit G, that is the</p> <p>17 e-mail chain from March of 2018 regarding the spring</p> <p>18 cleanup, on March 20th, who are all the other people</p> <p>19 in the Village of Riverdale that you copied on this</p> <p>20 e-mail regarding the spring cleanup?</p> <p>21 A I believe those are all the same people that</p> <p>22 are copied on the previous e-mail. I think that's</p> <p>23 all the -- you know what, I believe that's all the</p> <p>24 trustees that I added to it --</p>

Pages 90 to 93

Jeff Germany


March 3, 2020

<p style="text-align: right;">94</p> <p>1 Q Okay. And had you ever --</p> <p>2 A -- at the current time.</p> <p>3 Q Had you ever communicated with the trustees</p> <p>4 regarding your business in Riverdale prior to this</p> <p>5 date?</p> <p>6 A No.</p> <p>7 Q Why did you add all the trustees to your</p> <p>8 e-mail?</p> <p>9 A Because at that time nobody was responding,</p> <p>10 you think somebody would.</p> <p>11 Q So you would hope that someone would respond</p> <p>12 by adding the trustees to your e-mail?</p> <p>13 A Yeah, so they make them aware that -- that we</p> <p>14 are trying to do our job and fulfill our contract.</p> <p>15 Q Okay. And do you understand the board of</p> <p>16 trustees to be the ultimate decisionmakers regarding</p> <p>17 contracts in the Village?</p> <p>18 A Yes, I know that they're one of.</p> <p>19 Q Okay.</p> <p>20 A I know the mayor's final decision is his</p> <p>21 signature on the contract.</p> <p>22 Q Do you understand the board has to approve</p> <p>23 for the mayor to sign a contract?</p> <p>24 A Yes.</p>	<p style="text-align: right;">96</p> <p>1 Q Okay. And do all your contracts with</p> <p>2 municipalities have termination dates?</p> <p>3 A Yes.</p> <p>4 Q And do any of those contracts guarantee that</p> <p>5 you will be the next service provider for garbage</p> <p>6 collection services?</p> <p>7 A Here. Let's go back to that termination</p> <p>8 date. Yes, there is a termination date, but there</p> <p>9 has to be written notice of it, otherwise, they have</p> <p>10 one-year extensions, two one-year extensions.</p> <p>11 Q Okay. And if a municipality provides notice</p> <p>12 that they're going to end their contract with</p> <p>13 Tri-State, there's no guarantee that Tri-State will</p> <p>14 get the subsequent contract with that municipality,</p> <p>15 fair?</p> <p>16 A That is correct.</p> <p>17 Q So you could not expect to receive the</p> <p>18 contract in Riverdale after July of 2019, correct?</p> <p>19 A That is correct, but not given a chance to</p> <p>20 bid on it...</p> <p>21 Q Your chances were decreased, is that --</p> <p>22 A There is -- there is no chance if you have no</p> <p>23 opportunity to bid on it or not even given the bid</p> <p>24 requirements, you have -- there's no way that you can</p>
<p style="text-align: right;">95</p> <p>1 Q Okay. And you understand the mayor can't</p> <p>2 sign a contract without the board's approval,</p> <p>3 correct?</p> <p>4 A Understood.</p> <p>5 Q And the board approved the Village's contract</p> <p>6 with Tri-State in 2012, correct?</p> <p>7 A Yes.</p> <p>8 Q This community cleanup occurred on May 5th,</p> <p>9 2018, correct?</p> <p>10 A From what it says on here, yes.</p> <p>11 Q Okay. So it did not occur in April of 2018</p> <p>12 during the Riverdale school spring break, correct?</p> <p>13 A That is correct.</p> <p>14 Q In your other municipalities, how long have</p> <p>15 you worked in those municipalities?</p> <p>16 Have you ever worked in Thornton,</p> <p>17 Marionette Park or Robbins for more than 10 years?</p> <p>18 A I don't know the exact start dates on those.</p> <p>19 Q Okay.</p> <p>20 A I know we are on a second term with Thornton</p> <p>21 and Marionette Park, and we're working on renewals</p> <p>22 with Robbins now. I would say close to 10 years.</p> <p>23 Q Okay.</p> <p>24 A As an estimate.</p>	<p style="text-align: right;">97</p> <p>1 secure that going forward, past that expiration date.</p> <p>2 Q I understand, but you also couldn't expect to</p> <p>3 receive that contract?</p> <p>4 MR. LAROSE: He said that already. Asked</p> <p>5 and answered.</p> <p>6 MS. BLAKE: He didn't answer me.</p> <p>7 MR. LAROSE: Yes, he did. He said -- well,</p> <p>8 go ahead. Answer her again.</p> <p>9 THE WITNESS: No, I didn't expect to. It's</p> <p>10 not a given.</p> <p>11 BY MS. BLAKE:</p> <p>12 Q Okay. In any of your other municipalities,</p> <p>13 does Tri-State have an exclusive contract for</p> <p>14 collection at all facilities in the Village, similar</p> <p>15 to the contract Flood Brothers has now with</p> <p>16 Riverdale?</p> <p>17 A It's not all facilities. It's all apartment</p> <p>18 buildings and residences.</p> <p>19 Q Okay. I mean, I don't know --</p> <p>20 A I'm just clarifying. Yeah, it's all</p> <p>21 residences. No, we do not.</p> <p>22 Q Okay.</p> <p>23 A Because in my personal opinion that hinders</p> <p>24 competition and not to be able to give the resident</p>

Pages 94 to 97

Jeff Germany

March 3, 2020

<p style="text-align: right;">98</p> <p>1 or the owner the best price possible.</p> <p>2 Q Are you aware of that occurring in other</p> <p>3 municipalities, a similar type of agreement between</p> <p>4 Flood Brothers and the Village?</p> <p>5 A I've heard rumors of it. I am not sure,</p> <p>6 though, myself. I have not done the research for it.</p> <p>7 Q Will Tri-State be seeking to enter into that</p> <p>8 type of contract with their municipalities in the</p> <p>9 future?</p> <p>10 MR. LAROSE: Objection to the form of the</p> <p>11 question. Go ahead. You can answer.</p> <p>12 THE WITNESS: If it were available.</p> <p>13 MS. BLAKE: Okay. All right. I don't have</p> <p>14 any other questions.</p> <p>15 MR. LAROSE: Me neither. We are going to</p> <p>16 reserve again.</p> <p>17 (Proceedings concluded at 4:15 p.m.)</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">100</p> <p>1 STATE OF ILLINOIS)</p> <p>2) ss:</p> <p>3 COUNTY OF C O O K)</p> <p>4</p> <p>5 The within and foregoing deposition of the</p> <p>6 aforementioned witness was taken before</p> <p>7 STACEY L. PARR, C.S.R., at the place, date and time</p> <p>8 aforementioned.</p> <p>9 There were present during the taking of the</p> <p>10 deposition the previously named counsel. The said</p> <p>11 witness was first duly sworn and was then examined</p> <p>12 upon oral interrogatories; the questions and answers</p> <p>13 were taken down in shorthand by the undersigned,</p> <p>14 acting as stenographer and Notary Public; and the</p> <p>15 within and foregoing is a true, accurate and complete</p> <p>16 record of all of the questions asked of and answers</p> <p>17 made by the aforementioned witness, at the time and</p> <p>18 place hereinabove referred to.</p> <p>19 The reading and signing by the witness of the</p> <p>20 deposition transcript was agreed upon as stated</p> <p>21 herein.</p> <p>22 The undersigned is not interested in the within</p> <p>23 case, nor of kin or counsel to any of the parties.</p> <p>24</p>
<p style="text-align: right;">99</p> <p>1 UNITED STATES DISTRICT COURT</p> <p>2 FOR THE NORTHERN DISTRICT OF ILLINOIS</p> <p>3 EASTERN DIVISION</p> <p>4 TRI-STATE DISPOSAL, INC., an)</p> <p>5 Illinois corporation,)</p> <p>6 Plaintiff,) No. 1:18-cv-02138</p> <p>7) Judge Sara L. Ellis</p> <p>8 -vs-) Magistrate Judge</p> <p>9) Mary M. Rowland</p> <p>10 THE VILLAGE OF RIVERDALE, a)</p> <p>11 municipal corporation;)</p> <p>12 LAWRENCE L. JACKSON, Mayor)</p> <p>13 of the Village of Riverdale,)</p> <p>14)</p> <p>15 Defendants.)</p> <p>16</p> <p>17</p> <p>18</p> <p>19 I, JEFF GERMANY, being first duly sworn,</p> <p>20 on oath say that I am the deponent in the aforesaid</p> <p>21 deposition taken on March 3, 2020; that I have read</p> <p>22 the foregoing transcript of my deposition, consisting</p> <p>23 of pages 1 through 98 inclusive, and affix my</p> <p>24 signature to same.</p> <p>_____</p> <p>JEFF GERMANY</p> <p>Subscribed and sworn to</p> <p>before me this _____ day</p> <p>of _____, 2020.</p> <p>_____</p> <p>Notary Public</p>	<p style="text-align: right;">101</p> <p>1 Witness my official signature and seal as</p> <p>2 Notary Public in and for Cook County, Illinois on</p> <p>3 this 19th day of March, A.D. 2020.</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p style="text-align: right;">  Stacey L. Parr STACEY L. PARR, C.S.R. License No. 084-004502 Notary Public </p>

Pages 98 to 101

Jeff Germany

March 3, 2020

<p style="text-align: right;">102</p> <p>1 ERRATA SHEET</p> <p>2 Deponent: Jeff Germany</p> <p>3 Date Taken: March 3, 2020</p> <p>4 Re: Tri-State Disposal vs. Village of Riverdale</p> <p>5 I have read the transcript of my deposition taken on _____ and:</p> <p>6 _____ is a true and correct transcript.</p> <p>7 _____ I wish to make the following changes to</p> <p>8 my deposition:</p> <p>9 Page ____ Change _____</p> <p>10 Line ____ Reason _____</p> <p>11 Page ____ Change _____</p> <p>12 Line ____ Reason _____</p> <p>13 Page ____ Change _____</p> <p>14 Line ____ Reason _____</p> <p>15 Page ____ Change _____</p> <p>16 Line ____ Reason _____</p> <p>17 Page ____ Change _____</p> <p>18 Line ____ Reason _____</p> <p>19 Page ____ Change _____</p> <p>20 Line ____ Reason _____</p> <p>21 Page ____ Change _____</p> <p>22 Line ____ Reason _____</p> <p>23 _____</p> <p>24 Date _____ Name _____</p>	
<p style="text-align: right;">103</p> <p>1 March 20, 2020</p> <p>2 Re: Tri-State Disposal vs. Village of Riverdale</p> <p>3 Deposition: Jeff Germany</p> <p>4 Taken: March 3, 2020</p> <p>5 LaRose & Bosco, Ltd.</p> <p>6 Mr. Mark A. LaRose</p> <p>7 200 N. LaSalle Street, Suite 2810</p> <p>8 Chicago, Illinois 60601</p> <p>9 Dear Mr. LaRose:</p> <p>10 Transmitted herewith is a copy of your transcript of</p> <p>11 the deposition of Jeff Germany taken in the</p> <p>12 above-mentioned cause.</p> <p>13 Pursuant to agreement of counsel, also enclosed are</p> <p>14 original correction pages and a certification page</p> <p>15 to be executed by the witness. The certification</p> <p>16 page must be signed before a Notary Public.</p> <p>17 Please instruct the witness to read the deposition,</p> <p>18 note any changes on the forms provided, and sign.</p> <p>19 After execution, retain a copy of the corrections</p> <p>20 and certification page for your records. Return</p> <p>21 the originals to my office for distribution to all</p> <p>22 interested parties.</p> <p>23 Your immediate attention to this matter will be</p> <p>24 appreciated. If you have any questions, please call</p> <p>our office at (708) 671-8281.</p> <p>Sincerely,</p> <p><i>Nancy O'Sullivan</i></p> <p>Nancy O'Sullivan</p> <p>cc: Ms. Erin Blake</p>	

Pages 102 to 103

<p>A</p> <p>A.D 101:3</p> <p>abandons 82:5,6</p> <p>abide 42:6</p> <p>ability 67:7,11 81:3</p> <p>able 59:22 92:5 93:7 97:24</p> <p>above-mentioned 103:9</p> <p>accept 31:18 77:3</p> <p>accounting 73:10</p> <p>accurate 100:14</p> <p>acres 83:11</p> <p>acting 100:13</p> <p>action 55:23 64:13 66:11</p> <p>actions 56:18,22 72:20 73:2</p> <p>acts 89:12</p> <p>actual 72:14</p> <p>add 94:7</p> <p>added 93:24</p> <p>adding 94:12</p> <p>additional 22:3,7 53:4 58:11</p> <p>address 3:21 6:8,11 7:2</p> <p>addressed 81:16</p> <p>adjacent 25:23 26:7</p> <p>adjoining 52:19,23</p> <p>administration 47:14 88:18</p> <p>administrations 11:22 88:15</p> <p>advance 91:15</p> <p>advantage 52:15 75:18</p> <p>adverse 27:2</p> <p>advice 6:18 7:11</p> <p>affect 27:2 52:14</p> <p>affix 99:16</p> <p>aforementioned 100:5,7,16</p> <p>aforesaid 99:13</p>	<p>agency 13:7 49:13 49:15</p> <p>ago 12:3 28:4</p> <p>agree 22:6 26:7 77:21</p> <p>agreed 22:2,7 52:4 63:14 86:9 91:3 100:19</p> <p>agreement 13:11 13:12 14:1,6,16 17:7 42:8 44:13 67:18 90:18 98:3 103:10</p> <p>agreements 81:4</p> <p>ahead 91:11 97:8 98:11</p> <p>ALASKA 2:4 38:16,24</p> <p>allegation 43:6 78:7</p> <p>allegations 43:7 48:15 79:2</p> <p>allege 74:8</p> <p>alleged 27:1 62:4,6 66:15</p> <p>alleges 64:14 73:19 75:6 77:16</p> <p>alleging 74:21</p> <p>Allied 22:22,24</p> <p>allow 22:13 36:12 62:4</p> <p>allowed 62:13 68:4 77:2 89:1,4 90:7 92:20</p> <p>allowing 48:23</p> <p>amended 10:6 47:10 67:1</p> <p>amount 19:4,10 51:13 70:6</p> <p>amounted 69:1</p> <p>amounts 69:3,6</p> <p>annual 18:12,16 19:1</p> <p>annualize 19:9</p> <p>answer 5:3,4,7</p>	<p>16:19 25:12 39:16 57:15,17 82:23 97:6,8 98:11</p> <p>answered 60:13 97:5</p> <p>answering 85:15</p> <p>answers 4:19 66:7 100:11,15</p> <p>anybody 65:23 72:10 86:15</p> <p>anyway 91:20</p> <p>apartment 81:5 93:8 97:17</p> <p>appeal 40:4,8 72:15</p> <p>appeals 53:17 54:21</p> <p>application 45:1</p> <p>applying 28:20</p> <p>appreciated 103:16</p> <p>approached 78:15</p> <p>appropriate 50:4</p> <p>approval 60:24 61:9,14 65:18 75:10 95:2</p> <p>approve 94:22</p> <p>approved 95:5</p> <p>approximate 18:24</p> <p>Approximately 11:7</p> <p>April 64:17 65:12 66:3 67:24 69:2,4 86:2 95:11</p> <p>Ashland 12:9 16:3 16:9,14 26:8</p> <p>asked 5:8 12:19 61:3 64:4,4 87:5,5 97:4 100:15</p> <p>asking 5:10 45:16 58:18 60:5 84:13</p> <p>aspect 33:22 34:2</p> <p>associate's 7:19,22</p> <p>associated 8:12</p> <p>assume 5:8 27:21 27:24 48:22 49:14</p> <p>assumed 28:4</p>	<p>assumption 68:18</p> <p>assurance 81:19,22</p> <p>Attached 3:11</p> <p>attempted 35:11</p> <p>attend 29:1 36:4,12 36:14</p> <p>attended 29:7</p> <p>attention 103:16</p> <p>attorney 4:11 60:4</p> <p>attorney's 6:18 7:10</p> <p>attorneys 10:23</p> <p>authorizations 44:4 44:11,18</p> <p>available 98:12</p> <p>Avenue 1:18 2:11</p> <p>awarded 92:21</p> <p>aware 10:24 13:9 16:7 23:11 24:4 24:10,17,18,22 28:19 32:4,21,24 35:13 42:24,24 43:7,10,11,15 46:2 48:17 53:1 60:9 68:15,16 79:7,10,16 83:9 94:13 98:2</p>	<p>behalf 2:8,15</p> <p>belief 61:21 76:15</p> <p>believe 20:4,14,17 21:5,6,12,13 22:22 27:5 37:24 39:13 45:22 49:9 50:3 57:18 60:21 61:2,6,11,16 62:15,21 65:16 67:10 69:16 72:19 72:24 77:14 80:9 93:21,23</p> <p>believed 63:18</p> <p>believes 56:19 70:1</p> <p>belong 8:4</p> <p>best 82:17 98:1</p> <p>beyond 59:10</p> <p>bid 20:13 23:5 57:20 80:21 89:21 89:22 90:4,5,16 91:9 92:2,5,11,21 96:20,23,23</p> <p>bidding 12:7 57:4 92:8</p> <p>billed 70:3</p> <p>bills 70:17 71:5,7</p> <p>birth 5:14,20</p> <p>bit 67:22 83:8 88:7</p> <p>Blake 2:11 3:6 4:6 4:10,11,15 5:17 5:19 6:16,23 7:1,9 7:13,14 9:19 14:9 14:11,13,14 15:15 16:20 18:21 22:12 25:14 28:6 29:6 29:22 30:8,9,14 30:16,22 33:10 38:9,22 39:2,6,17 47:5,7 49:22 54:19 57:18,22 58:1,5,9 61:5 63:3 66:16,18,23 70:20 70:24 71:3 74:1,2 74:19,20 75:1,4 81:10 82:11,21</p>
---	---	---	---	--

84:22 86:19 88:12 93:15 97:6,11 98:13 103:21 board 36:4,14 53:17,19,22 54:5 54:9,20 64:23 94:15,22 95:5 board's 95:2 Bohse 65:11 bond 41:13,14 50:10,10,11,13,17 75:15,15 81:19,23 82:7 83:23 84:4,6 Bosco 2:3 103:4 bottom 85:19 bought 30:12,19 Bracken 6:12 32:12 33:4,8,11,13 79:9 Brackenbox 32:18 32:21,24 34:7 53:12 breach 74:15 breached 73:20 74:8,21,23 break 5:12,13 47:3 70:21 86:2 95:12 brief 14:10 47:6 briefly 4:18 brings 21:9 brochure 80:10 Brochures 80:6 Brothers 79:24 80:12,13,16 92:24 97:15 98:4 building 93:11 buildings 81:5,5 93:8,8 97:18 bunch 10:6 85:21 business 7:19 12:11 12:16 16:15 24:4 24:12 28:11,14 32:13 33:22 34:2 34:15 35:12,19 55:14 59:13 62:12 67:4 71:10 76:10	78:10 93:9 94:4 businesses 24:19 buying 30:20 C C 31:4,5 32:10,23 33:1 51:24 52:1 53:14 77:1 89:15 89:16,18 90:12,14 100:2 C.S.R 100:6 101:8 calculatable 73:14 calculating 70:8 calendar 38:7,17 39:3,5,10 call 33:3,7 58:20 75:16 85:10 103:16 called 4:2 87:23 93:4 calling 6:13 58:18 65:7,10 calls 58:22 cancel 22:14 cans 78:24 capacity 67:8 care 56:3 career 23:22 carrier 3:22 7:6,15 case 27:1 52:7,10 78:17 100:22 cause 52:19 71:21 103:9 caused 78:9,12 causes 71:10 cc 103:21 cease 67:5 cell 3:22 7:5,15 65:8 cents 51:19 72:14 certain 22:2 certainly 92:11 certification 103:10 103:11,14 Certified 1:17 3:19	certify 6:24 7:13 cetera 11:16 chain 93:17 chance 62:10,16,22 64:10 96:19,22 chances 96:21 change 68:18 102:8 102:11,13,16,18 102:21 changes 93:1 102:6 103:13 charge 71:17 74:5 charged 70:7 charges 22:11 charging 70:10 Charlie 24:23 25:5 cheaper 75:19,20 Chicago 2:5 103:6 children 6:2 Civil 1:14 claim 74:16 clarifying 97:20 clean 59:15 cleaned 82:2 cleanup 41:13 50:10,11,13,17 56:23 57:2,10,12 58:12 59:19,24 60:7,10,14,17,22 61:7,12 62:5,9,13 62:20 63:1,4,6,7 63:15,17,19,21,24 64:5,6,9 74:10,15 75:15 81:24 84:21 85:6,21 86:1,13 87:16 89:5,6 93:18,20 95:8 clients 17:19 71:18 71:21 close 50:15 82:4 87:17 95:22 closed 23:21 82:1 closing 15:7 closure 81:18,22 84:4	coach 70:20 74:18 coached 58:4 collect 21:22 collected 31:19 collecting 67:20 collection 12:23 17:18 19:6,22 22:20 23:4 32:10 35:16 55:8 62:18 62:23 64:11 72:7 79:15 80:17 96:6 97:14 collections 72:3 come 11:20 29:14 52:2,20 67:9 73:13 77:9 90:24 91:2 comes 32:16 51:16 coming 29:9,10 35:14 41:19,23 42:2 91:1 commencing 1:19 comment 51:3 commercial 11:18 11:19 17:21 18:1 commission 53:17 communicate 59:8 89:1 communicated 94:3 communication 58:24 communications 67:5 community 95:8 companies 34:20 34:22 93:11 company 12:21,22 13:2 20:13 22:19 32:18 34:6 46:20 63:19,22 company's 23:12 compensation 58:11 competing 33:23	34:9,13 competition 34:18 97:24 competitive 33:19 52:15 75:8,12,18 76:1 92:12 competitor 23:1 32:19 competitors 34:21 56:23 complain 65:1 complained 86:18 88:10 complaint 10:6 26:24 47:10,11 52:17 53:2,15 54:23 56:17 67:1 67:3 68:22 73:19 75:6 77:16 78:4 complaints 56:10 complete 53:20 100:14 concern 82:18,19 concerned 56:5 concerns 30:21 45:6,11,24 46:3 56:2,3 81:16 82:10 concluded 98:17 conclusion 40:23 condition 42:12 77:18 conditional 28:20 33:5 36:6,15,22 43:19,24 44:7,15 45:1,21 55:20 60:24 61:9,14 64:22 65:18 66:1 75:10 condo 81:5 93:8 conduct 57:2 74:10 conducted 82:19 87:21 conference 33:3 78:16
---	---	--	---	---

connecting 25:7 consider 32:18 33:18 34:21 55:22 65:4 66:11 90:2 consisting 99:15 constantly 58:20 construction 31:8 33:24 34:4,14 76:7 consumers 35:23 containing 48:13 contains 48:16 contaminated 28:7 48:19 82:15 contemplated 63:7 continue 35:15,18 55:7 75:7 91:3 continues 55:13,16 continuing 60:19 65:14 73:16 contract 19:6,19,22 20:13,15,17,20,22 21:2,3,7,9,11,14 21:16,21 22:8,13 22:14 55:9 57:1,3 57:14 59:10 63:8 68:9 70:11 71:24 73:20 74:9,11,16 74:22,24 76:12,14 76:17,21 79:12,14 79:17,20,24 80:4 80:17,19,23 81:2 86:1 89:21 90:8 90:17 91:1,8,14 91:18 92:14,17,17 92:19,20,21 93:1 93:3,5 94:14,21 94:23 95:2,5 96:12,14,18 97:3 97:13,15 98:8 contracted 64:1 contractor 43:9 86:14 87:17 contractors 43:2,13 68:13,17	contracts 79:22 91:6 93:10 94:17 96:1,4 conversation 37:14 37:18 60:6 conversations 36:20 37:2,6,10 convicted 9:22 convictions 9:16,20 Cook 101:2 cooperate 57:1 74:9 coordinate 59:19 84:16,16 coordinated 84:14 89:5 copied 85:21 93:19 93:22 copy 103:8,13 corporate 11:24 corporation 1:5,8 24:13 99:4,7 correct 5:17 13:22 15:20 17:1 21:24 22:4 26:9 29:10 29:14 32:1,6,7 34:11,15 35:19 40:3 48:8,21 55:14,17 56:15 60:1 63:22 64:6 64:23 68:11 69:6 69:15 70:4,5 72:6 74:6,7,11 76:18 83:7,11 87:2,18 87:19 88:13 89:6 89:10 90:6,9 93:3 95:3,6,9,12,13 96:16,18,19 102:5 correction 103:10 corrections 103:13 correctly 47:21,24 correspondence 39:14 63:14 80:3 80:6 cost 22:4	costing 76:13 costs 71:13 counsel 100:9,22 103:10 County 100:2 101:2 couple 59:17 81:12 91:19 course 8:11 court 1:1 4:8,20 99:1 Courts 1:15 cover 71:12 covered 55:6 Crestwood 53:11 crime 9:22 criticism 47:23 48:10,18,20 49:3 53:18 criticisms 47:12,17 50:7,19,22 52:18 53:3,6,15 54:24 55:6,10 56:10,15 56:20 60:23 61:8 61:13 65:17 66:10 66:12 88:18 90:1 criticized 48:23 89:8 criticizing 52:3 current 3:22 7:5 11:23 90:17,18 92:14 93:5 94:2 currently 74:4 76:2 customer 67:3,5 customers 81:4	73:11 75:7,23 Dan 40:6,9 date 5:14,20 20:3 55:13 64:19 69:3 94:5 96:8,8 97:1 100:6 102:2,24 dates 95:18 96:2 daughters 15:12 Dave 37:10,16,20 50:24 day 63:13,15 86:9 86:11 87:7 99:21 101:3 days 68:7,10 88:23 deal 17:3 46:22,24 47:1 48:8 91:3,9 Dean 56:8 Dear 103:7 debris 34:1,4,14 59:16 76:7 December 7:3 39:19 40:11 41:6 42:13 84:23 decided 44:23 63:17 64:5,8 decision 27:9 43:19 81:7 86:24 94:20 decisionmakers 94:16 decisionmaking 43:23 49:12 decisions 43:4,4,14 43:18 49:17,24 50:4 81:8 deck 53:16 decline 52:19 declined 52:24 decreased 72:9,12 96:21 defendant 9:10,13 Defendants 1:10 2:15 99:9 definitely 79:21,23 83:21 degree 7:23	delay 71:8 72:4 delayed 69:11 72:24 delays 68:19 delinquent 69:5 delivering 78:23 demand 69:5 demo 34:4,14 demolition 31:9 33:24 76:7 denial 62:4 dep 55:6 Department 59:20 depending 68:7,21 deponent 99:13 102:2 deposed 4:16 deposition 1:13 3:1 10:1,8,9 21:16 47:10 84:10 87:11 99:14,15 100:4,9 100:19 102:4,7 103:2,8,12 depositions 1:16 depth 15:3 describe 11:14 12:16 31:15,17 describes 46:17 despite 55:10,20 69:5 destination 31:21 detail 73:10 details 60:5 deter 60:18,20 65:12 73:15,18 Deyon 56:8 diary 10:19 different 10:17 11:15 13:17 38:20 44:9 differently 69:20 direct 83:14 director 59:5,7 disadvantage 75:8 75:12 76:1
--	---	--	--	--

<p>disagree 43:22</p> <p>disagreement 43:24</p> <p>disagreements 8:20</p> <p>discuss 10:8,11,12 72:2 81:18 82:9</p> <p>discussed 10:22 17:8 36:6,16 40:15 41:3,7,8,11 73:22 74:13</p> <p>discussions 32:8 79:4</p> <p>dishonesty 9:22</p> <p>disposal 1:4 35:2 71:13 80:5 83:2 99:3 102:3 103:2</p> <p>dispute 13:6</p> <p>distinction 29:23 30:6 69:18</p> <p>distracting 70:22</p> <p>distribution 103:14</p> <p>District 1:1,1,15 99:1,1</p> <p>DIVISION 1:2 99:2</p> <p>Dixmoor 42:21</p> <p>documentation 81:7</p> <p>documents 10:3,4</p> <p>dodged 88:6</p> <p>doing 29:18,19 30:5,11 31:2 32:5 32:9 41:9 42:9 49:8 71:2</p> <p>dollars 72:14</p> <p>Doty 53:10</p> <p>drafted 19:19</p> <p>drainage 46:6 49:1 49:11,19,24</p> <p>driver 11:18 78:22</p> <p>dropped 92:3</p> <p>due 69:17 70:17 71:5,18 76:1 77:12</p> <p>duly 4:2 99:12</p>	<p>100:10</p> <p>dumpsters 34:5,7 59:12</p> <p>duties 12:4 78:21</p> <p>dwellings 93:4</p> <hr/> <p>E</p> <p>E 83:13 84:1</p> <p>e-mail 39:13,18 60:3 67:6 84:20 84:23 85:4,5 93:17,20,22 94:8 94:12</p> <p>e-mailed 33:13</p> <p>E-r-i-c-a 6:1</p> <p>earlier 61:1 74:3</p> <p>early 21:12</p> <p>east 83:4</p> <p>EASTERN 1:2 99:2</p> <p>eblake@montan... 2:13</p> <p>economic 92:9,13</p> <p>economically 73:3 73:6</p> <p>education 7:18</p> <p>effect 71:10,21 92:9</p> <p>effectively 67:7,12</p> <p>efficiently 67:7,12</p> <p>either 17:22 38:22</p> <p>Ellie 6:7</p> <p>Ellis 1:7 99:5</p> <p>employees 17:10,15</p> <p>enclosed 103:10</p> <p>encourage 90:3</p> <p>encouraged 80:21</p> <p>ended 41:1 76:13</p> <p>engineer 83:16</p> <p>entail 50:9,22</p> <p>enter 98:7</p> <p>entered 21:8,10 34:10 79:14</p> <p>Enterprises 24:5</p> <p>entity 84:15</p> <p>environment 27:12</p>	<p>45:3</p> <p>environmental 13:6 42:12 45:6 45:11,24 46:3 48:14 52:22 77:5 77:13,18 78:8,9 78:11 81:16 82:10</p> <p>equal 51:1 52:5</p> <p>Erica 6:1</p> <p>Erin 2:11 4:11 38:15 73:23 81:15 84:13 86:19 88:4 89:11 103:21</p> <p>ERRATA 102:1</p> <p>escalators 19:12,15 19:17,19</p> <p>especially 71:12</p> <p>estimate 17:12,13 17:20 18:15,16,24 19:8 95:24</p> <p>estimated 26:14</p> <p>et 11:16</p> <p>event 59:11</p> <p>eventually 31:22 55:19</p> <p>evidence 75:9</p> <p>ex-mayor 56:6,7</p> <p>exact 17:12 20:3 57:15 58:2 95:18</p> <p>exactly 16:12</p> <p>EXAMINATION 3:4 4:5 81:13 93:14</p> <p>examined 4:3 100:10</p> <p>examples 10:18</p> <p>Excluding 43:6,6</p> <p>exclusive 21:21,22 79:14,16 97:13</p> <p>executed 19:22 103:11</p> <p>execution 103:13</p> <p>exhibit 3:13,14,15 14:6 21:15 38:5 38:10 47:9 83:13</p>	<p>83:24 84:10,20 85:4,19 89:15,16 89:18 90:11,12,14 91:21 93:16</p> <p>exhibits 3:10 10:6 10:18,18 13:23 14:2 87:11</p> <p>existing 56:24 91:6</p> <p>expect 67:9 71:6 96:17 97:2,9</p> <p>expected 42:6 92:19</p> <p>experience 90:19</p> <p>expiration 97:1</p> <p>expired 53:23,24</p> <p>Explain 51:12</p> <p>express 45:24</p> <p>extend 91:19</p> <p>extensions 96:10,10</p> <p>extent 82:10</p> <p>extra 22:10 59:12 59:15</p> <hr/> <p>F</p> <p>F 90:11 91:17,21</p> <p>Facebook 8:11,12 9:3,5</p> <p>facilities 97:14,17</p> <p>Facility 31:18</p> <p>fact 10:5 88:9 89:4 90:4</p> <p>failing 57:1 68:23 73:21 74:9</p> <p>fair 42:4,10 51:9 96:15</p> <p>false 65:4</p> <p>falsely 64:15</p> <p>familiar 23:13,19 64:18 89:16</p> <p>family 15:10,11,12 15:16,21 36:9,11</p> <p>far 15:3</p> <p>farther 69:11,11</p> <p>father 25:18</p> <p>February 69:2,4</p>	<p>Federal 1:14</p> <p>fee 51:19 75:17</p> <p>feed 8:14</p> <p>felony 9:16</p> <p>field 42:10 45:4 51:9</p> <p>filed 4:13</p> <p>files 10:11</p> <p>filing 18:8 67:10,13</p> <p>final 31:20 69:14 94:20</p> <p>finally 5:12</p> <p>financial 50:8 81:19,22</p> <p>find 6:12 9:3 22:16</p> <p>finding 77:9</p> <p>fingers 4:22</p> <p>finish 5:3,4 29:4 49:20,21 91:11</p> <p>firm 27:13,19</p> <p>first 4:2,19 10:5 20:1 21:5 25:1 29:12 30:2 32:4 38:20 45:5,10,15 45:17,19 50:11 84:20 85:4 99:12 100:10</p> <p>fit 62:1</p> <p>fits 65:21</p> <p>five 20:17,19 21:5,9 21:11 70:15 92:22</p> <p>five-year 20:24</p> <p>flat 51:19</p> <p>flier 63:20 87:16</p> <p>fliers 80:7</p> <p>Flood 79:23 80:11 80:13,16 92:24 97:15 98:4</p> <p>fluctuate 72:13</p> <p>follow 6:17 7:10 41:12 51:10 75:14</p> <p>follow-up 85:19</p> <p>following 102:6</p> <p>follows 4:4</p> <p>foreclosed 59:13</p>
--	---	--	---	---

foregoing 99:15 100:4,14 form 62:24 82:11 82:21 88:12 98:10 forms 103:13 forward 76:13 91:2 93:5 97:1 found 54:1 four 10:10 17:23 18:2 free 57:12,21 60:22 61:12 Friday 25:1 85:5 Fritz 24:5,23 25:5,8 25:15 46:15,22 Fritz' 24:8 front 21:18 fulfill 94:14 full 67:8 full-service 12:20 fully 53:20 FURTHER 93:14 future 62:10 98:9	102:2 103:2,8 Germany's 21:16 47:9 getting 70:18,18 give 6:10 17:20 18:14 58:20 81:10 85:1 97:24 given 9:6 62:10,16 62:22 63:13 64:10 66:7 80:20,22 96:19,23 97:10 giving 7:7 go 4:18 8:1 13:22 14:7 19:12 37:14 47:4 67:5 89:12 90:12,23 91:11,13 91:15,17 96:7 97:8 98:11 going 4:18 6:9,15 6:17 7:10 18:19 29:2 31:3,16,20 41:12 47:3,8 52:7 52:9 55:3 70:20 76:3 78:1,2 82:15 83:14,24 89:14,19 90:16 91:2,18,24 92:1,10 93:5 96:12 97:1 98:15 Gonzalez 31:1 37:11,16,21 39:11 40:11 50:24 51:4 81:17 good 66:4 88:14,17 Google 6:12 39:4 governmental 49:12,14 graduating 12:12 granted 55:19 64:22 66:1 80:17 granting 36:22 44:7,15 greater 51:1 52:6 52:14 gross 18:12,17 19:1 19:4	ground 4:19 35:10 growth 71:11,22 guarantee 92:10 96:4,13 guess 18:18,19,22 18:23 27:24 38:2 46:11 56:4 guessing 46:18 54:14,15 guidelines 41:13 75:14 guy 40:4,8 guys 59:8 87:24	89:24 Heights 1:19 2:12 help 11:20 38:11 40:16,22 72:10 helping 72:8 helps 75:17 hereinabove 100:17 herewith 103:8 hey 86:20 87:23 high 8:1 11:2 12:12 12:14,15 highest 7:18 hindered 67:6,6,11 hinders 71:11,21 97:23 hold 6:21 37:14 home 6:11 Homewood 35:2 53:11 hope 94:11 host 75:16 hours 57:23 58:7 huh 67:16 Huron 24:12 Huron's 24:15 hurt 11:19 58:16 58:16 61:2,19 73:3,6	impression 47:20 70:7 improper 54:24 inability 60:21 61:6 61:11 included 57:14,20 inclusive 99:16 income 18:12,17 19:1,4 22:7 28:10 75:7,10,24 77:4 77:12 incompetent 58:17 increase 34:18 35:23 incurred 73:12 independent 43:2 43:12 individual 93:10 industry 34:22 41:24 70:12 92:23 inform 42:5 information 25:11 31:11 52:20 58:19 61:23 72:18 87:14 informational 80:15 informed 60:4 initial 20:9,15,18 33:4 initially 19:22 52:4 Instagram 8:14 instance 75:14 instances 43:1,8,11 43:16 instruct 103:12 interact 14:19 interest 69:17 70:2 70:3,6,10 74:5 interested 100:21 103:15 interpret 90:1 interrogatories 4:3 100:11 investigation 27:15 27:19
---	---	---	--	--

invited 62:15 invoice 69:14,16,21 invoices 68:1,24 73:21 invoicing 67:20,23 involved 24:12 27:13,18 42:15,19 79:4 involvement 25:19 27:16 92:2 irrelevant 25:12 issue 40:18 44:24 48:14 55:2 68:10 90:22 issued 47:13 64:14 80:11 issues 52:22 65:8 77:5 79:5,9 itemization 75:23 itemizing 73:11	July's 69:16 <hr/> K K 100:2 Kathy 65:11 keep 4:19 kept 10:15,19 kids 8:11 kin 100:22 kind 11:18 25:8 29:20 77:17 88:6 92:3 knew 87:20 know 5:10,13 8:13 10:5,12 13:2,5,9 15:4,6,8,10,16,23 16:2,13,16 17:10 17:18 18:12,18,20 18:22,24 19:4,14 19:21 20:10,15 21:3 22:19 23:3 23:21 24:15,23 25:22 26:2,11,14 26:17,20,23 28:5 28:16 30:19,24 32:12 36:17 40:2 40:3,4,5,18 44:17 44:20,23 45:3,17 45:19 46:11 47:22 49:10 50:23 51:10 51:15 52:9,23 54:11,17,17,17,18 54:20 56:6 57:24 58:21 59:15,17 62:7 66:7,8 68:4 68:12 71:11 72:14 73:11 75:20,22 77:10,24 79:8 80:22 82:1 83:17 83:21,22 91:1,14 92:15 93:23 94:18 94:20 95:18,20 97:19 knowledge 16:22 49:10 53:6 82:17	83:5,18 knowledgeable 79:1 knows 71:14 <hr/> L L 1:7,9,16 99:5,8 100:6 101:8 labor 71:13 lack 50:7,20 land 16:17 28:7 landfill 31:20 Lansing 30:11,14 30:15 lapse 91:4 largest 71:24 LaRose 2:3,3 3:7 5:15,18 6:9,20 7:7 9:17 14:3,4,7 15:14 16:19 18:18 22:9 25:10 27:24 28:4 29:4,20 30:1 30:13,15,17 33:9 38:2,6,14,19 39:15 46:24 47:2 49:20 54:14,16 57:17,19,24 58:3 58:6 61:3 62:24 66:14,17 70:23 71:1 73:23 74:18 81:12,14 82:13,22 84:8,12,24 85:3 87:10,13 88:16 93:13 97:4,7 98:10,15 103:4,5 103:7 LaSalle 2:4 103:5 lasted 20:16 late 13:4 20:3,4,6 64:3 68:1 71:20 72:19,22 73:15 LAWRENCE 1:9 99:8 lawsuit 4:13 8:17 9:8,11,14 10:16	10:20,22 13:5,19 14:2,16 37:13 46:16 55:3,17 60:19 65:14 67:10 67:13 73:17 79:2 79:6,9 laymen's 31:16 leadership 43:17,23 learn 51:15 learning 33:15 left 50:14 82:1 85:14 legalities 81:6 let's 11:5 12:13 29:20 40:14 45:18 87:10 91:17 96:7 letter 64:15,17,19 64:21 65:5,12,16 66:2 67:2 86:20 89:23 level 7:18 45:4 License 101:9 line 3:20 102:9,12 102:14,17,19,22 lines 3:22 list 73:11 listen 39:15 61:4 lists 47:12 52:17 53:2,15 54:23 56:18 little 67:22 80:9 83:8 88:7 live 7:2,3 located 23:16 26:2 location 53:12 long 5:15 20:15 21:3 23:3 71:14 90:10 92:16 95:14 longer 52:7,10 55:3 look 10:4 38:20 40:24 41:1 58:17 76:3,4,20,24 84:19 91:21 looking 13:18 17:21 40:16 48:6	70:8 84:22,24 93:16 lose 62:12 losing 75:1 76:12 77:12 83:19 loss 75:7,9,24 76:21 lost 77:4 93:9 lot 13:9 lots 59:16 loud 4:20 lucrative 79:21,23 <hr/> M M 1:8 99:6 m.alaska@larose... 2:7 machinery 78:23 Magistrate 1:8 99:6 mail 68:7 mailers 80:7 main 12:8 maintenance 11:10 11:13,17 major 71:14 majority 24:1 making 57:22 management 32:17 35:1 93:11 manager 11:24 manner 44:12 March 1:20 3:2 69:2,4 85:5,20 93:17,18 99:14 101:3 102:2 103:1 103:3 Marionette 18:6,7 95:17,21 Marissa 2:4 10:2 mark 2:3 10:2 84:8 103:5 marked 21:15 47:9 83:13 84:10 87:12 89:15 Markham 32:22
--	---	--	--	---

33:1 34:15 53:13 married 5:22 Mary 1:8 99:6 match 29:21 materials 23:7,16 23:24 24:20 27:6 28:20 29:9,13 30:4,10 31:2,23 33:16,23 34:3 35:3,6,14,22 36:22 37:4,8,12 41:3,19,23 42:2,6 43:20 44:1,3,10 44:17,20 45:8,13 47:14,21,24 48:3 48:4,7,24 50:9,20 52:2,5,13 54:2,6 54:10 55:11,20 56:21 64:23 66:9 66:12 68:10 72:21 73:2 75:11 82:20 83:9,15 Materials' 25:23 27:1 33:19 36:5 36:15 45:1,21 46:4 48:20 52:19 60:24 61:8,14 65:18 77:5,13 matter 103:16 mayor 1:9 8:21 20:10 29:2,8 30:21,24 32:9 36:21 37:3,15,20 39:11 40:2,10 43:12,17,22 47:13 50:24 51:3,5 53:16 55:17 56:18 60:18 64:14,16,18 65:7,12,13 68:23 72:10 73:16 81:17 82:9 84:17 85:20 94:23 95:1 99:8 mayor's 37:15 62:4 94:20 mean 10:18 12:3	15:3,5 34:5 46:10 58:17 68:3 69:10 74:23 87:4,6 97:19 means 78:4 mechanic 78:23 media 8:4,16,19,23 meet 39:19 meeting 31:1 36:17 36:18 38:12 39:20 39:21,24 40:6,14 40:15,24 41:4,7 41:11,15,16,18 42:5,13 50:23 52:5 81:17,18 meetings 29:1,7 30:23 36:12,15 40:13 45:16,22,23 52:12 member 53:22 members 54:4,20 memory 38:11 mentioned 79:13 mesh 66:8 messages 85:14 met 10:2 12:19 32:14 39:11 40:10 metal 25:3,4 mid 13:4 middle 6:13,14 midpoint 31:19 mind 32:16 minute 28:4 minutes 84:1 misdemeanor 9:20 mlarose@laroseb... 2:6 mom 6:13 10:12 27:22 37:3,20 46:20 54:8 57:15 69:19 79:13 83:21 89:13 90:11 mom's 6:11 10:8 55:6 moment 9:18	monetarily 73:12 MONTANA 2:10 month 19:9 70:12 70:16 71:4,17 92:15 93:10 monthly 51:20 70:15 months 60:24 69:2 69:4 91:13,20 92:22 Moraine 7:21 8:1 mother 29:8 40:11 move 12:2 moved 11:15 moving 34:17 76:12 MSW 52:1 multi-family 93:7 multiple 88:14 municipal 1:8 22:3 31:18,24 32:5 33:17 99:7 municipalities 17:23 18:2,5 90:20 95:14,15 96:2 97:12 98:3,8 municipality 96:11 96:14 mutually 63:14 86:9 91:2 MWRD 49:16,23 50:3 Myspace 8:9	nearest 53:9 necessitate 53:7 need 5:13 28:17 34:23 53:3 needed 11:19 59:9 59:12,17 needs 25:6 negatively 27:6 58:14 neighbor 31:17 neighborhood 45:3 neither 60:3 98:15 never 33:7 63:1,13 65:22 80:21 81:7 86:14 87:23 90:5 90:15,18,22 92:5 new 21:14 31:11 80:4,23 81:2 93:6 93:6 night 6:13,15 no-bid 80:19 92:24 nod 4:22 North 2:4 26:6 NORTHERN 1:1 99:1 Notary 99:24 100:13 101:2,9 103:11 note 72:5 103:13 notes 10:15,19 notice 22:15 28:22 28:23 29:2,9,12 29:13 30:2,3 31:12 32:3 89:19 91:18 96:9,11 notices 91:13 November 7:2 66:2 nuisance 59:14 number 3:22 7:5,15 17:10,15 65:8 77:6,7,8,9	oath 99:13 object 80:16 82:11 82:21 88:12 objecting 65:22,24 objection 44:6,14 62:24 98:10 objections 43:3,14 55:21 objective 61:23 obligated 68:24 obligations 36:11 obtain 7:22 obtained 44:3,11 occasions 32:14 occur 86:2 95:11 occurred 38:12 57:7 86:14,21 88:11 95:8 occurring 98:2 offer 86:11 office 11:20,21 12:2 12:8 37:15 58:18 103:14,17 official 101:1 offset 71:12 oh 10:14 12:19 88:22 okay 4:18,23 5:5,10 6:17,22,23 8:16 10:8,15 11:6 12:2 12:22 13:21,22 14:8,18 15:8,23 16:13,18 17:6 18:6,8,24 19:13 19:16 20:6,10 21:2,15,21 22:13 25:8 26:24 27:18 29:7,12,23 30:8 30:17,23 31:5,8 31:11,22 32:3,8 32:12,24 33:15 34:7,9,13,20 36:14,20 37:17 39:7,10,21 40:10 41:3,6 42:1,4,11
---	---	---	---	---

42:24 45:23 46:3 46:23 47:2,5 48:3 48:7,10,18 49:16 50:19 51:6,12,18 52:3 53:15 54:4 54:13,16 55:19 56:12,17 57:6 59:6,19,22 60:2 63:12 64:3,8,13 64:21 66:24 67:19 68:12,22 69:8 70:13,24 71:4,20 72:19 73:15,19 74:13 77:20 79:1 79:19 80:2,14 81:10,11,21 82:7 82:9,18 83:1,5 84:8,19 87:14 88:3 89:11 90:3 91:17,23 92:5,8 94:1,15,19 95:1 95:11,19,23 96:1 96:11 97:12,19,22 98:13 on-site 50:14 once 90:15,18 one-year 96:10,10 ones 8:6 open 23:9 41:1 operate 16:5 17:7 28:21 31:3,23 33:17 35:16,18 36:23 44:12 48:24 55:14 operated 16:21 23:14,20 32:21 33:1 53:12 67:17 operates 48:16 operating 13:2 15:24 16:3,24 23:9 31:13 35:4,7 45:13 50:16 78:3 78:22 operation 24:8,16 24:19 33:19 35:21	36:1 51:23 operational 12:6 operations 11:24 23:8 35:12 44:21 82:19 opinion 73:4,5 97:23 opinions 66:10 opportunity 96:23 oppose 24:8 opposed 24:15 35:3 35:6 opposition 24:18 36:21 37:4,7,11 45:7,13,20 54:6,9 oral 4:3 100:11 order 26:17 ordinance 80:7 81:2 83:13 84:1,2 93:6 original 91:8 103:10 originals 103:14 outing 32:16 outside 42:20 outstanding 69:21 70:2 71:7 74:4 overhead 71:14 overwhelmed 58:22 owed 70:2 Owen 6:7 owner 15:8 98:1 owners 93:11 P P-r-u-i-m 15:14 p.m 1:19 98:17 packet 46:13 page 3:4,12,20,22 22:9,17 38:24 39:1 47:11 56:18 84:2 102:8,11,13 102:16,18,21 103:10,11,14 pages 39:10 99:16	103:10 paid 26:17 28:17 51:2,12,14,16,19 68:9,13,17 69:6 69:14,16,22 70:14 70:19 71:4,16 88:21 Palos 1:19 2:12 paper 28:24 30:4 paperwork 18:10 paragraph 47:12 56:17 66:14 73:19 73:23 75:5 77:23 88:4 89:11 Pardon 29:16 Park 18:6,7 95:17 95:21 PARR 1:16 100:6 101:8 part 8:8 56:24 57:20 84:20 85:4 85:19 participate 33:3 89:22 90:4,7 parties 100:22 103:15 passed 81:2 pay 41:14 44:5 50:20 51:1 52:5 58:10 68:24,24 70:15 71:6,13 73:21 75:16 84:3 paying 52:13 68:1 83:22,23 84:6 payment 65:7,10 72:20 payments 65:9 67:20 68:20 71:9 71:18,20 72:4,8 72:22,24 73:15 74:4 pays 44:20 pending 5:16 people 77:11 85:21 93:18,21	people's 56:3 percent 70:12,15 70:19 71:4,7,17 percentage 51:14 perform 27:14,19 60:10,14,21 61:6 61:11 62:5,8 63:17 64:1,4,4,5,8 performed 60:12 62:20 performing 60:17 period 23:17 permits 44:4,11,18 person 84:15 85:15 personal 10:19 42:23 65:8 97:23 personally 9:11 15:16 24:24 27:16 36:4 pertaining 1:15 phone 3:22 7:5,15 33:7 58:22 60:3 65:8 85:15 phonetic 40:9 photocopies 39:3 picked 59:17 93:2 issing 29:21 place 100:6,17 placed 46:8 plaintiff 1:6 2:8 9:7 99:5 plan 54:2 83:15 planned 29:14 49:8 planning 29:19 41:9 53:17 playing 35:10 42:10 45:4 51:9 plays 76:11 please 4:7 28:1 29:4 34:24 49:21 54:16 63:17 72:22 103:12,16 Plus 46:7 point 4:22 76:21 92:18	points 13:17 pond 25:20,23 26:2 26:7,12,15,18,22 27:3,5,9,15,20 28:8,10,13,17 46:21 49:6 77:15 83:1,10 ponds 49:4 83:6 position 11:11 positions 11:16 possibility 27:7,8 82:24 possible 98:1 post 44:5 50:17 84:3 posted 8:16,19,23 50:9 poster 87:17 posting 41:13 84:6 potential 74:5 potentially 29:10 32:5 preparation 9:24 present 2:1,17 37:2 37:17,21 100:8 president 78:20 pretty 41:1 50:13 previous 79:22 93:22 previously 21:15 47:9 73:22 78:1 90:20 100:9 price 26:11 98:1 prices 35:23 pricing 12:6 17:3 75:22 prior 10:9 16:14 23:7,24 24:20 29:1,8 32:8,12 43:1,11,18,23 45:23 67:24 85:10 94:4 private 9:4 52:4 privately 81:16 probably 6:12 8:7
--	--	---	--	--

8:12 9:4 11:4 32:14 problems 8:24 65:22 77:13 Procedure 1:14 procedures 54:24 Proceedings 98:17 process 89:22 90:4 90:5 92:2,6 processed 48:4,5 processing 25:16 project 21:10 promise 6:20 proper 44:4,11,18 46:6 properly 47:19 properties 49:10 50:1 property 14:22 15:1 16:5,8,9,13 23:13,15,19 24:1 24:2,21 25:24 26:3,8 40:16 42:12,23 45:12 46:4,17 49:7 52:20,24 66:5 72:2,9,12,14 78:2 83:4 proposal 20:21 proposed 48:19 54:2 protect 27:12 Protection 13:7 provide 22:2,8 25:9 25:15 34:23 43:19 55:7 57:9,9 58:11 provided 22:19 23:3 57:3,13 74:11 103:13 provider 79:15 96:5 provides 96:11 providing 58:14 Pruim 15:12,16,19 public 28:22,23	29:8,12 31:12 32:3 44:24 55:1 55:10 56:20 59:5 59:7,14,20,23 60:23 61:13 65:17 84:14 85:14,15 89:24 99:24 100:13 101:2,9 103:11 publicly 45:7,12,20 47:13 purchase 15:1 25:19 26:11,18 27:9 28:7 35:11 purchased 26:20 28:8 77:14 purchasing 14:21 23:24 24:21 25:22 purpose 81:21 purposes 87:14 pursuant 1:14 42:8 103:10 pursue 55:16 60:19 65:14 73:17 put 20:21 46:8 52:15 75:15 87:15 89:20,20	R R 2:4 raised 30:20 range 19:15 rate 36:3 read 14:12 30:4 38:22 66:20 99:14 102:4 103:12 reading 100:18 real 47:4 realize 71:1 realizing 92:9,11 really 56:3 68:2,3 90:22 reason 6:10 7:8 72:3 102:9,12,14 102:17,19,22 rebid 20:19 21:10 recall 7:24 8:22 9:2 9:12,15 12:3,14 12:15 15:5,6 24:14 27:4 33:14 36:19 39:8 40:5 42:3,14,17 receive 22:6 80:2 96:17 97:3 received 29:13 31:11 64:17 90:11 recess 14:10 47:6 record 6:20,24 14:7 14:12 66:20 87:3 87:15 100:15 records 103:14 recycling 12:20 14:19,22 15:1,9 15:23 16:2,10 reduce 72:8 refer 58:20 referred 100:17 referring 28:23 32:4 38:10 46:12 46:16,19 65:24 refresh 38:11 refuse 93:1 refusing 68:23	regard 34:11 50:4 regarding 4:13 8:17,20,24 10:15 10:20 28:16 29:2 36:21 37:3,7,11 37:12 38:11 42:22 43:24 44:24 45:20 46:13 47:17 48:18 49:17,24 54:5,9 58:19 59:23 65:9 68:18 79:5,9 80:4 87:16 93:17,20 94:4,16 regards 13:19 50:19 55:5 77:24 relate 51:21 77:1 related 17:3 relates 47:14 75:11 relating 24:19 33:4 43:18 46:4,20 53:18 55:10 56:20 72:21 73:2 75:24 relation 14:1,16 26:3 28:13 35:23 36:1 78:16 relationship 15:21 24:12 59:6 66:4 relationships 88:14 88:17 relatively 88:21 relayed 50:24 relevant 74:15 relief 40:22 remediated 82:2 remember 8:8 41:10 renew 91:18,24 renewals 91:6 95:21 repeat 43:21 45:9 66:19 replaced 54:3 report 46:11,12,19 reported 18:13 reporter 1:17 4:8	4:20 reporting 52:11 reports 46:7 representatives 64:15 Republic 22:22,24 35:1 reputation 58:16 61:2,19 request 31:23 33:5 33:16 41:15,16,18 45:21 64:9 requested 14:12 41:17 42:4 51:6 60:6 62:21 63:1 66:20 requesting 86:16 require 49:11 52:5 required 42:6 44:5 44:12 50:8,17 83:6,7,14 requirements 42:7 50:20 96:24 requires 84:3 research 42:9 98:6 reserve 98:16 residences 97:18,21 resident 97:24 residential 17:21 17:23 21:22 residents 17:24 56:4 58:18 61:20 67:8 80:4 respect 87:18 90:8 respects 74:22 respond 94:11 responding 94:9 response 59:23 72:20 73:1 85:7 85:16,18,23 responsibilities 12:4 restate 69:20 restrictions 89:2 result 35:21 62:4
---	---	---	---	---

<p>92:8 retain 103:13 retained 46:20 retaining 27:13,19 retaliated 43:1,12 retaliation 56:19 60:22 61:7,12,15 61:16,24 65:16 88:4,5,10 89:12 retaliatory 56:22 64:13 66:13 68:19 68:23 retention 25:20,23 26:12,15,18,22 27:2,5,9 28:8 46:21 49:4,6 77:15 83:1,6,10 Return 103:14 returns 18:9 review 13:14 14:5,6 80:2 83:16 reviewed 13:12,16 14:3,15 RFP 62:16,22 64:11 80:20 92:1 RFPs 91:12 RFQ 92:1 right 4:10 5:1 8:1 21:8,22 47:8 53:10 57:17 59:3 60:15 69:18 75:5 77:10 82:16 84:17 85:1 86:10,21 87:1,8 88:19 91:5 92:3 93:16 98:13 ripple 71:10,21 Riverdale 1:8,9 4:12 8:24 10:20 13:3,8 14:19,22 15:1,8,23 16:2,3 16:10 17:1 18:4 19:6,23 20:11 22:8,21 23:7,8,9 23:12,15,19,24 24:20 25:23 27:1</p>	<p>27:6 28:19 29:9 29:10,13 30:4,10 30:13 31:2,23 32:13 33:5,16,18 33:23 34:3,10,17 35:3,4,6,7,14,15 35:22,22 36:5,15 36:22 37:4,7,12 41:3,19,22 42:2,2 42:6,18,20 43:3 43:20 44:1,3,10 44:17,20,24 45:7 45:13,14,21 46:4 47:14,20,24 48:7 48:20,24 50:9,20 52:5,13,18 53:4 54:2,5,6,8,10 55:9 55:11,14,20 56:20 60:23 61:8,13 64:22 65:17 66:9 66:12 68:8,10,12 68:16 69:14 70:7 72:2,21 73:2 74:23 75:11 77:5 77:13 82:20 83:9 83:15 86:15 90:21 90:22 93:2,19 94:4 95:12 96:18 97:16 99:7,8 102:3 103:2 Riverdale's 8:21 62:17 75:10 Robbins 18:7 95:17 95:22 role 11:20 12:22 14:18 58:23 78:19 room 10:10 rough 18:14,16 20:2 roughly 20:4 Rowland 1:8 99:6 royalties 41:14 44:5 44:8 50:21 51:2 51:13,21 52:6,14 83:23 84:3,6</p>	<p>rules 1:14 4:19 rumor 42:1 rumors 30:18 41:24 98:5 run 32:15 runoff 49:1,11,19 49:24 Russell 37:7 84:21 85:5</p> <hr/> <p style="text-align: center;">S</p> <hr/> <p>Sara 1:7 99:5 sat 59:14 savory 46:8 saw 80:10 81:7 saying 13:24 76:22 86:20 88:7 says 90:3 95:10 scale 51:17 scare 90:2 schedule 57:2 60:7 74:10 78:16 scheduling 59:23 school 8:1 11:2 12:12,14,15 95:12 scope 59:10 scrap 23:22 25:3,4 25:16 46:14 seal 101:1 second 14:8 21:6 47:10 48:18 50:12 81:10 90:12 95:20 secretary 12:1 18:11 Section 22:8,11 83:14 secure 97:1 securities 44:5 security 50:8 see 12:13 21:18 25:10 47:15 57:4 72:7,15 84:5 seeking 48:7 78:15 98:7 seen 90:15</p>	<p>sense 12:17 87:9 sent 64:21 80:3 86:19 September 33:6,15 39:11,22 40:7,14 41:4 service 25:8 35:16 57:12 58:14 80:24 81:3,4 89:20 91:3 92:14 96:5 serviced 93:5 services 22:3,7,20 22:23,24 23:4 25:6,15 34:23 35:2 55:8 59:9 62:23 65:2 69:22 80:5,17 96:6 set 63:14 84:21 85:6,20 settlement 14:1,15 17:7 42:8 44:13 78:16 seven-year 21:6 92:17 severed 18:4 severity 68:21 71:24 shared 38:18 SHEET 102:1 Sheryl 2:17 21:16 27:21 28:2 36:9 37:1 40:1,2,3 47:9 shop 11:10,17 shorthand 1:17 100:12 shortly 23:21 show 38:6,15,19 39:10 47:8 89:14 sic 70:16 side 83:3,4 sign 18:11 94:23 95:2 103:13 signature 94:21 99:17 101:1 signed 21:17</p>	<p>103:11 signing 100:18 similar 43:9 44:12 97:14 98:3 similarity 76:9 Sincerely 103:18 single 71:24 85:24 single- 93:4 sister 34:5 site 27:1,14,19 31:4 31:5,9 32:23 33:1 33:19 48:1,2,4,6 48:12,13,15,20 50:5 52:19 53:14 77:5,13 81:24 82:1,2,14,15 83:10 sites 8:4,17,19,23 six 91:13 size 49:7 skip 55:3 Skirp 40:9 Skirpans 40:9 small 19:14,16 social 8:4,16,19,23 software 12:6 sole 35:21 soliciting 56:23 solid 31:18,24 32:5 33:17 somebody 11:20 25:6 80:23 82:4 87:21,24 94:10 sorry 18:3 20:24 21:4 25:13 29:5 30:16 35:5 38:23 39:18 45:9 56:13 58:7 60:13 62:9 70:23 73:23 75:1 79:11 84:24 85:2 sort 23:23 40:22 sought 66:8 South 1:18 2:11 12:8 speak 25:2 54:8</p>
---	---	---	--	--

speaking 45:7,11 45:12 60:18 65:13 73:16 special 59:9,11 specific 40:18 42:1 62:3 specifically 62:12 specifics 34:23 58:19 speed 75:2 spell 4:7 spoke 24:24 45:15 45:17,20 spring 56:23 57:2 57:10,12 58:11 59:19,24 60:7,14 60:17,22 61:7,12 62:5,9,13,20 63:1 63:4,6,7,24 74:10 74:14 84:21 85:6 85:20 86:1,2,13 89:5,5 93:17,20 95:12 ss 100:1 Stacey 1:16 84:8 100:6 101:8 stacking 53:16 staff 64:16 standard 70:12 92:14,23 93:3 standards 68:5,6 start 40:14 45:18 91:14 95:18 started 45:5,6 66:6 starting 16:14 32:13 66:5 state 1:17 4:7 48:19 68:22 78:1 90:15 92:14 100:1 stated 44:13 51:8 66:22 100:19 statements 44:24 States 1:1,15 99:1 stating 64:15 90:24 90:24	station 12:24 16:22 17:1,4,6 23:9 28:21 31:6,13,15 31:24 32:6,22,23 33:17 35:19,24 51:22,24 53:4,9 53:13 stayed 11:21 53:23 staying 54:3 steam 83:20 Steel 24:13 stenographer 100:13 stop 91:5 stopped 16:2 stormwater 49:1,11 49:19,24 83:15 straight 8:3 street 2:4 23:14 24:9,16,20 25:20 30:12 31:4,20 32:9 35:12 46:5 77:19 78:12 103:5 strike 14:13 56:13 79:11 students' 86:2 stuff 59:18 70:21 89:9 90:1 subjective 61:21 subjectively 63:18 submit 83:15 Subscribed 99:21 subsequent 96:14 substantial 27:2 sudden 28:5 suffer 75:7 suffered 62:3,8 75:24 77:17 Suite 1:18 2:5,12 103:5 supervisor 11:19 support 43:17 supposed 30:5 49:4 49:5 sure 14:9 42:9 50:6	51:9 54:11 57:19 58:5 66:18 90:13 98:5 surety 50:10 75:15 Swap 38:24 sweepings 31:4 32:10 sworn 4:3 99:12,21 100:10 system 11:22 <hr/> T <hr/> table 92:3 tactic 90:2 take 4:20,21 5:12 8:2 17:22 31:4 47:3 70:21 84:1 93:7 taken 1:13,16 3:2 14:10 47:6 67:2 99:14 100:5,12 102:2,4 103:3,8 takes 51:24 52:1,1 talk 5:2 25:4 53:5 54:4 85:13 talked 69:19 77:10 79:8 talking 12:18 30:24 43:5 45:5 58:7 tax 18:9 40:4,8,16 72:2,6 taxes 19:1 28:16 40:17 72:8,9,12 72:15 tell 15:4 41:10 54:17,18 84:2 90:13 telling 91:23 92:1 term 20:24 22:16 53:23,24 55:9 91:20 92:20 95:20 termination 90:17 96:2,7,8 terms 31:16 44:21 67:18	terrible 39:3 testified 4:4 74:3 testifying 66:16 testimony 10:13 texted 33:11 Thank 5:17 they'd 41:1 59:14 90:24 thing 38:16 50:14 84:23 85:1,2 87:18 things 4:22 10:17 38:14 46:8 51:10 51:14 52:11 59:17 66:5,6,6 80:9 81:1 81:12 88:3,10 think 18:11 30:5 49:5 55:2 56:8 64:10 74:15 80:9 81:15,15 83:20 87:5 88:5 89:13 92:11 93:22 94:10 thinking 87:24 Thornton 18:6,7 95:16,20 thoroughly 67:8 thousand 17:24 three 18:3,5 25:11 91:13 time 5:9,13 8:2 13:15 22:23 23:12 23:17 24:1 25:1 29:12 30:2 32:4 32:16 36:12 40:4 40:19 41:8 45:5 45:10,15,17 65:7 68:8,13,17 69:11 80:10 87:1 88:21 89:23 94:2,9 100:6,16 timeline 11:14 62:1 65:21,24 times 58:21 tires 52:1 title 11:9,11,12,23	today 4:12 10:1,12 12:5 69:13 told 6:10 25:7 31:1 42:1 81:15 ton 51:16,19 top 24:14 total 17:10,24 18:1 totally 25:12 70:22 transcript 99:15 100:19 102:4,5 103:8 transfer 12:23 16:21,24 17:4,6 23:9 28:21 29:15 29:18 30:3 31:5 31:13,15,24 32:6 32:22,23 33:17 35:19,24 51:21,24 53:4,9,13 Transmitted 103:8 treatment 75:8 Tri-State 1:4 4:13 6:22 9:13 11:1,15 12:19 13:7 14:18 16:9,14,24 17:11 17:16,19 18:9,13 19:5 21:17 22:2,6 22:14 23:1,5,10 23:18,22 24:2,5,7 24:8,11,15,18 25:22 26:18,22 27:18 28:7 32:19 33:20 34:10,14,20 35:11,15,22 36:24 39:3 42:7 43:16 44:6,13,14,23 45:5,10,19,24 47:12,17 48:16,23 50:3,16 51:2 52:6 52:14,18 53:2,16 55:7,13,16,23 56:4,18,19 57:2,9 57:13 58:10,15,23 60:6,10,13,14,18 62:3,5,7 63:7 64:4
--	---	--	--	--

Jeff Germany

March 3, 2020

Page 115

64:5,8,13,15 65:4 65:13 68:9 69:1,5 69:14 70:1 71:8 73:8,15,20,21 74:9,10,21 75:6 75:21,24 77:17,22 78:13,19 83:2 95:6 96:13,13 97:13 98:7 99:3 102:3 103:2 Tri-State's 10:20 12:16 14:24 19:1 19:21 26:3,8 27:8 28:14 36:21 37:3 37:7,11 43:7 48:10 49:10 54:5 54:9,23 55:10 56:24 57:3 61:8 65:2 72:20 73:1 74:11 78:10 82:18 86:23 tried 84:16,16 85:10 true 100:14 102:5 trustees 93:24 94:3 94:7,12,16 truth 58:1 try 5:1 31:4 85:13 trying 29:24 30:6 51:15 69:18 73:3 84:21 85:6,20 94:14 TS 38:23 TS-02858 39:2 TS_02857 39:2 TS_2857 38:23 two 6:5 21:5 25:7 32:14 38:21 40:13 83:3 90:16 91:15 96:10 two-unit 93:4 Tylenol 89:14 type 24:4 25:16 98:3,8	<hr/> U Uh-huh 21:12 ultimate 94:16 ultimately 44:23 unaware 28:9 44:19 50:18 78:14 81:6 undersigned 100:12,21 understand 5:9 26:24 29:23 30:10 31:22 32:2 49:16 49:23 50:11 57:6 57:20 94:15,22 95:1 97:2 understanding 13:10 48:9 53:19 53:21 56:9,11,12 78:7 79:19 81:22 91:9 understood 5:8 56:14 95:4 unequal 75:8 Unfair 35:10 unheard 91:15 United 1:1,15 99:1 units 21:23 93:7 unsure 17:17 use 28:13,20 33:5 36:6,15,22 43:19 43:24 44:7,15 45:1,21 55:20 60:24 61:9,14 64:22 65:18 66:1 75:11 usually 19:14 59:20 90:19 91:12,12 <hr/> V vacant 16:17 24:2 59:16 Valley 24:13 value 26:14 values 52:20,24 various 10:17 35:2	55:5 verbal 4:20 vice 78:20 Village 1:8,9 4:11 4:14 8:20,24 10:16 13:7 19:6 19:23 21:3,17,23 22:3,4,13,20 23:4 28:21 29:14 30:11 31:2 32:1 33:18 35:15 36:14,23 41:16,20,23 42:5 42:8,16,17,18 43:1,3,4,8,13,14 43:18,23 44:21 49:11 50:1,8,17 50:21 51:2,7,12 52:3 55:8,17,19 55:22 56:9,14 58:10,21,21 59:1 60:7 62:11,17 63:16 64:1,9,23 65:1,23 67:11,12 67:20,21,24 68:24 69:22 70:2,3,11 71:5 72:3,11 73:1 73:20 74:8,23 76:18,21 78:15 79:5,11,13,14,24 80:3,11,18 83:16 84:15 85:6,11,21 86:15 87:17 89:2 93:2,19 94:17 97:14 98:4 99:7,8 102:3 103:2 Village's 43:19 44:6 44:15 95:5 voice 66:12 voiced 24:19 36:24 52:18 53:3 66:10 volume 53:7 volumes 76:5,6,20 76:24 voluntarily 54:3 volunteer 25:11	vs 102:3 103:2 vs- 1:7 99:6 <hr/> W want 11:14 18:22 18:23 75:16 87:24 90:13 wanted 42:5 51:8 61:19 wasn't 29:12 40:19 40:19 48:7 52:9 56:4 63:22,23,24 67:2 86:1 87:4,4 89:8 waste 12:20 22:22 22:24 29:15,18 30:2 31:19,24 32:6,17 33:17 35:1 47:18,21 48:8,11,13,16 52:1 53:4 82:19 89:20 wasting 87:1 watch 73:9 way 27:11 40:21 44:9 50:14 93:1 96:24 we'll 40:24 we're 6:9,15 18:18 70:8,8 80:24 87:1 87:23 95:21 we've 57:22 66:15 73:21 74:13 83:13 88:13 90:22 Welch 2:10 40:1,4 welcome 5:18 went 8:3 10:3,5 13:24 14:1 22:23 36:18 40:6 69:12 88:3 89:9 weren't 58:4 59:22 62:13,15,16 68:17 90:7 west 23:13 24:8,16 24:20 25:20 30:12	35:12 46:5 77:18 78:12 83:3 whatnot 59:15 93:12 when's 30:1 whichever 22:23 whispering 70:21 wife's 5:24 wish 102:6 withdrawn 33:16 withdrew 31:23 witness 4:2 9:18 14:5 18:20 22:10 25:13 28:2 29:5 30:7,18 38:4,7,17 39:4 47:1,3 54:15 66:21 75:3 82:12 88:13 97:9 98:12 100:5,10,16,18 101:1 103:11,12 won 20:22 21:10 23:5 words 58:2 work 11:15 62:10 86:12 87:6 90:19 worked 11:10,12 11:17 12:11 15:18 16:6 24:11 95:15 95:16 working 11:1,8 12:14 16:8 23:10 23:18 43:2,13 66:4 88:14,17 95:21 Works 59:5,7,20,23 84:14 85:14,15 worried 45:2 worse 69:9 82:20 wouldn't 47:24 written 81:1 96:9 wrote 93:6 <hr/> X <hr/> Y <hr/>
---	--	--	--	---

Jeff Germany

March 3, 2020

Page 116

yard 23:23 46:14 52:1	13 22:8,11	62:21 63:4,9,10	6 3:20 93:9
yeah 15:5 20:8,24	135 73:19 74:1	63:16 64:9,17	60 19:8 92:15,22
34:24 47:1 62:7	138th 23:13 24:9	65:12 66:3 67:24	60463 2:12
73:7 76:16,17	24:16,20 25:20	68:13,17 69:3	60601 2:5 103:6
77:24 78:6 82:6	30:12 35:12 46:5	93:17 95:9,11	60s 82:15
85:22 87:4 88:22	77:18 78:12	2019 19:16 57:10	62 46:24 47:1
94:13 97:20	13903 12:8 16:3,13	60:15 68:14,18	642-4414 2:6
year 7:22 11:3 15:2	139th 26:8	69:4,22 79:13	65,000 19:9 92:15
38:3,11 72:16	14 56:18	92:18 96:18	671-8281 103:17
76:5,5 89:7 91:19	15 17:24	2020 1:20 3:2 99:14	<hr/>
yearly 72:13	16th 85:5	99:22 101:3 102:2	7
years 11:5,16,17	17 20:4,7	103:1,3	<hr/>
12:3 20:5,7,17,19	18 11:4	20th 85:20 93:18	7 3:22
21:5,9,11 23:22	1962 46:16	23rd 60:8 86:4	7-31-19 21:23
90:16 91:15 92:22	199,000 69:3	25th 64:17	708 2:13 103:17
95:17,22	1999 13:6	260,000 69:1	73 56:17 66:14 88:4
yesterday 10:2	19th 101:3	2810 2:5 103:5	89:11
69:13,23	<hr/>	<hr/>	<hr/>
Z	2	3	8
<hr/>	<hr/>	<hr/>	<hr/>
zoning 33:4 36:4,17	2:00 1:19	3 1:20 3:2 22:17	8 3:20
42:15,19 43:4,14	20 11:4 103:1	99:14 102:2 103:3	8-1-12 21:23
45:22,23 53:17	200 2:4 103:5	3-10-81 5:21	8,000 93:10
54:5,9,20	2000 11:5,7	3,000 18:1	81 3:7
<hr/>	2000s 20:3,6	30 68:7 88:23	84 3:13
0	2002 20:4,7,9,11	312 2:6	87 3:14,15
<hr/>	21:8 22:19 23:5	<hr/>	<hr/>
084-004502 101:9	2005 14:22,23	4	9
<hr/>	2007 20:22 21:1,4,9	4 3:6 83:14,14	<hr/>
1	2008 21:1,4,10	4-18-18 90:10	9:30 6:14
<hr/>	2012 21:17 92:18	91:17	90-days' 22:14
1 99:16	95:6	4-25-18 65:2	90s 8:10 13:4
1.5 70:12,19 71:4,6	2012-ish 21:14	4:15 98:17	93 3:6
71:17	2016 30:23 39:9,12	40 68:7,9	98 99:16
1:18-cv-02138 1:6	39:19,22 40:11	448-7005 2:13	
99:5	41:4,6 42:13	45 17:14 68:7 88:23	
10 17:24 47:11	72:17	<hr/>	
95:17,22	2017 7:3,16 18:13	5	
102 1:18 2:12	18:17 19:7 26:22	5 22:9	
103rd 53:10	33:6,15 36:5 38:1	5-6 3:22	
118 75:5 77:23	38:1 66:2 72:21	50 17:14	
11950 1:18 2:11	73:2 75:11	50s 82:15	
12 17:24	2018 17:16 19:2,10	58 47:12	
1201 23:13 24:8,16	57:7 59:22 60:7,8	5th 63:21 86:6,13	
24:20 25:20 30:12	60:11,17,22 61:7	87:16 95:8	
35:11 46:5 77:18	61:12 62:5,9,14	<hr/>	
78:11	<hr/>	6	
		<hr/>	

5/10/2018

Tri-State Disposal Inc Mail - 2018 Spring Clean Up



Jeff Germany <jgermany@tri-statedisposal.com>

2018 Spring Clean Up

2 messages

Jeff Germany <jgermany@tri-statedisposal.com>

Fri, Mar 16, 2018 at 9:51 AM

To: jrussell@villageofriverdale.net

Cc: Robert Scharnhorst <rscharnhorst@villageofriverdale.net>, Kathy Bohse <KBOHSE@tri-statedisposal.com>

Mr. Russell,

Has the Village given any thought to when they would like to have the annual Spring Clean-Up Event? The event is held on a mutually agreed upon date sometime at the end of March or the beginning of April on a Saturday from the hours of 6 am to 12 pm. In the past, the Village had sent out notices to the residents a few weeks prior to the event making them aware of what they can put out for collection as well as the date and time of the event. Every year we run a garbage truck through each alley once, collecting bulk debris that the residents have accumulated over time. Residents are asked to have the material placed out for collection no later than 6 am on the morning of the event.

Sincerely,

Jeff Germany



13903 S. Ashland Ave.
Riverdale, IL 60827
www.tri-statedisposal.com
708.388.9910 phone
708.388.3984 fax

Click here to REVIEW us on Google.

Jeff Germany <jgermany@tri-statedisposal.com>

Tue, Mar 20, 2018 at 12:18 PM

To: Lawrence Jackson <ljackson@villageofriverdale.net>

Cc: rjelferson@villageofriverdale.net, elavere@villageofriverdale.net, bsmith@villageofriverdale.net, criley-pinkney@villageofriverdale.net, bwilliams@villageofriverdale.net, glewis@villageofriverdale.net, Kathy Bohse <KBOHSE@tri-statedisposal.com>

Bcc: Ken Bellah <kenbellah@aol.com>, Sheryl Germany <sgermany@tri-statedisposal.com>

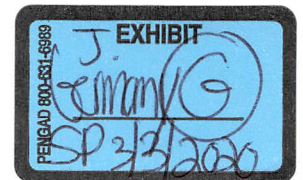
Good Afternoon Mayor.

Last week I had emailed Mr. Russell and Mr. Scharnhorst in regards to the Annual Spring Clean Up. I am contacting you today since I haven't heard back from either of them and we have a lot of residents contacting our office inquiring about the event. Usually, by this time every year, we have a date set for the event and as of now, we haven't heard from anyone at the Village in order to schedule a date for this. Currently, we have the following dates available; April 7th, April 14th, and April 21st. Can you please discuss this and have someone contact Kathy in our office to set this up. Please keep in mind that we will need a 10-day notice in order to properly staff for this event.

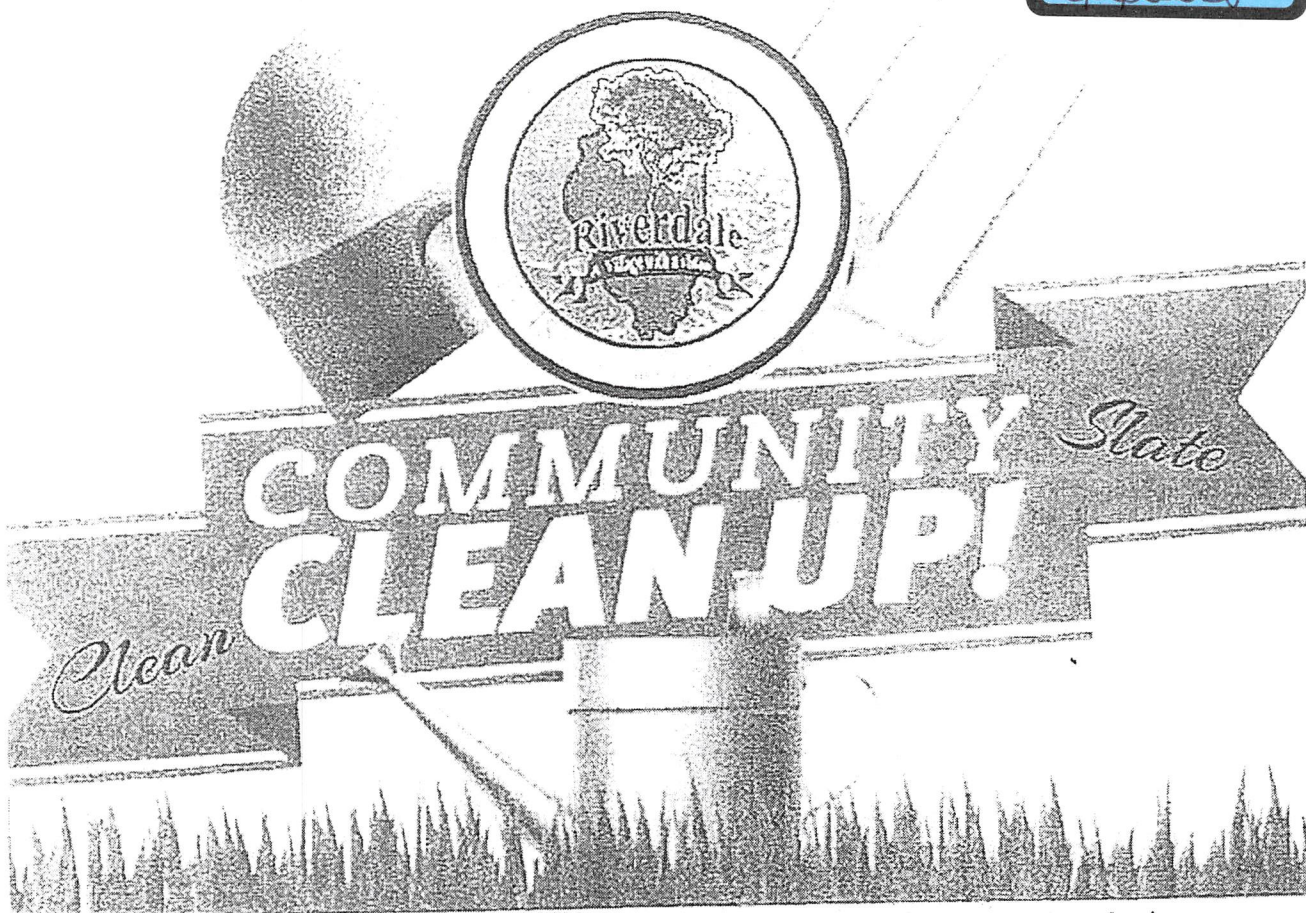
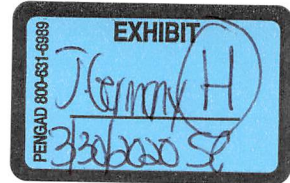
Have a great day.

Sincerely,

Jeff Germany



E1



Sat. May 5th, 2018 • 9AM - 1PM


Place items at regular trash pick-up location - Friday, May 4th after 6pm
(furniture, clothing, bicycles, unwanted household items)

white goods - (refrigerators [doors must be removed] stoves, washers etc.)

TIRES, BATTERIES, CONSTRUCTION MATERIALS OR HAZARDOUS WASTE (USED OIL, PAINT
OR CHEMICALS) WILL NOT BE PICKED UP!

THE TRUCK WILL ONLY MAKE ONE TRIP

Bradley Smith, Trustee
Rodrick Jefferson, Trustee
Cassandra Riley-Pinkney, Trustee

 The Village Of
RIVERDALE
Lawrence L. Jackson, Mayor
Karen Holcomb, Clerk

Brenda Williams, Trustee
Erik LeVere, Trustee
Gregory Lewis, Trustee

TRI-STATE-050
TS_02306

EXHIBIT
TS 02308
PENGAD 800-631-6989
May 5th
SL 2/3/20

SATURDAY May 5th

6am - 12pm

Place items at regular trash pick-up location - Friday May 4th after 6pm (Furniture, appliances and other unwanted household items).

Refrigerator doors must be removed.

- Bradley Smith, Trustee
- Rodrick Jefferson, Trustee
- Cassandra Riley-Pinkney, Trustee
- Branda Williams, Trustee
- Erik LaVere, Trustee
- Gregory Lewis, Trustee



Lawrence L. Jackson, Mayor
Karen Holcomb, Clerk

TS 02308